

**Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554**

In the Matter of

Bellizzi Broadcasting Network, Inc.  
Station WEYW-LP, Key West, Florida

Facility ID No. 130765

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**ACCEPTED/FILED**

SEP 9 2013

To: The Commission  
Attn: Chief, Video Division  
Media Bureau

Federal Communications Commission  
Office of the Secretary

**COMPLAINT**

Pursuant to Sections 76.7 and 76.61(a)(3) of the Commission's rules, Bellizzi Broadcasting Network, Inc., licensee of analog Low Power Television Station WEYW-LP (Channel 19) and digital permittee of WEYW-LP (Channel 19), Key West, Florida (Facility ID No. 130765) ("WEYW" or "Station"), hereby files a Complaint against Comcast Cable Communications, LLC ("Comcast") for its failure to carry WEYW on Comcast's Key West, Florida cable system serving certain communities in Monroe County, Florida. WEYW requests that the Commission direct Comcast to treat WEYW as a "qualified" Low Power Television ("LPTV") station in accordance with Section 76.55(a) of the Commission's Rules and grant WEYW all of the must carriage rights accorded such stations. As will be explained herein, WEYW meets all applicable requirements for carriage in its market. FCC grant of this Complaint will serve the public interest in local programming, is appropriate given WEYW's current programming and broadcast operations and is fully consistent with FCC regulatory requirements.

**COPY**

1. Both the Communications Act of 1934, as amended and the Commission's rules require the carriage of "qualified" low power television stations in certain circumstances.<sup>1</sup> An LPTV station that conforms to the rules established for LPTV stations in Part 74 of the Commission's rules will be considered "qualified" if: (1) it broadcasts at least the minimum number of hours required pursuant to Part 73 of the FCC's rules; (2) the station adheres to Commission obligations and requirements regarding the broadcast of non-entertainment programming and employment practices, and the Commission determines that the programming of the LPTV station addresses local news and informational needs that are not being adequately served by full power television broadcast stations; (3) the station complies with interference regulations consistent with its secondary status; (4) the station is located no more than 35 miles from the cable system's headend and delivers to the principal headend an over-the-air signal of good quality; (5) the community of license of the station and the franchise area of the cable system were both located outside the largest 160 Metropolitan Statistical Areas ("MSAs") on June 30, 1990, and the population of such community of license on that date did not exceed 35,000; and (6) there is no full power television broadcast station licensed to any community within the county or other political subdivision (of a State) served by the cable system.<sup>2</sup>

2. In evaluating this Complaint, WEYW respectfully urges the Commission to remain mindful of the reasons the Supreme Court concluded that the must-carry requirement passes constitutional muster. In *Turner Broadcasting System Inc. v. FCC*, the Court noted with approval Congress' explanation that cable operators have a "vested financial interest in favoring their affiliated programmers over broadcast stations" and that they "have a built-in 'economic

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<sup>1</sup> Section 76.56(b)(3) of the FCC's rules. See *Gary White v. City of Bardstown, KY*, 26 FCC Rcd 13090 (MB 2011).

<sup>2</sup> Section 76.55(d) of the FCC's rules.



incentive...to delete, reposition, or not carry local broadcast signals.”<sup>3</sup> Congress further noted (as described by the Court) that, absent a must-carry requirement for local broadcast stations, “the continued availability of free local broadcast television would be threatened.”<sup>4</sup> Must-carry rules ensure that “stations will retain a large enough potential audience to earn necessary advertising revenue.”<sup>5</sup> In this case, Comcast has an even greater adverse financial interest in disfavoring WEYW and other local LPTV stations because Comcast not only competes with LPTV stations for local ads, but it also carries on its system both the broadcast and non-broadcast programming from program entities who it owns or is affiliated with and who compete with WEYW and other LPTV stations in the market.

3. As a qualified LPTV station, WEYW needs to be able to reach its potential audience in order to generate sufficient revenues to continue to provide programming service to the station’s community of license and its service area. The purposes underlying the Commission’s must-carry requirements would be seriously undermined if Comcast’s anti-competition decision is not reversed and WEYW is not accorded must-carry rights.

4. It should be noted that WEYW is currently carried on cable systems, including systems operated by Comcast in Monroe County pursuant to a Retransmission Consent Agreement between Comcast and WEYW. However, Comcast, in a blatant attempt to damage WEYW economically, has advised that it will delete WEYW from its systems by the end of 2013.<sup>6</sup> By this Complaint, WEYW seeks to ensure mandatory carriage on its local cable system rather than having only the possibility of carriage through a retransmission consent agreement. As the facts of this case confirm, if WEYW cannot rely on its position as a qualified LPTV station to obtain

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<sup>3</sup> 512 U.S. 622, 646 (1994) (quotation omitted).

<sup>4</sup> *Id.*

<sup>5</sup> *Id.*

<sup>6</sup> See Exhibit 1.

must-carry rights, it will be excluded from cable carriage in its own home county by the dominant cable service provider in the Miami-Fort Lauderdale DMA.

5. WEYW made a formal must-carry demand on Comcast on July 24, 2013.<sup>7</sup> Comcast rejected the carriage demand, by letter dated August 14, 2013.<sup>8</sup> Comcast did not dispute WEYW's demonstration that WEYW was a "qualified" LPTV station except for its assertion that there are two full-power television broadcast stations licensed to a community (Key West) within the county (Monroe County) or other equivalent political subdivision served by its cable system. Based on this, Comcast asserted that in accordance with Section 76.55(d)(6) of the Commission's rules, "WEYW is not a 'qualified' low power station within the meaning of the 1992 Cable Act and is not entitled to mandatory carriage" on Comcast's cable system.<sup>9</sup> However, WEYW does not believe that the inquiry should end there. Rather, a more searching examination of the community needs met by each station is not only appropriate but consistent with the Commission's stated policies.

6. Contrary to Comcast's assertion, WEYW is a "qualified" LPTV station pursuant to Section 76.55(d) of the Commission's rules and is, thus, entitled to carriage on Comcast's cable system.<sup>10</sup> WEYW is a television broadcast station conforming to the rules established for Low Power Television Stations contained in Part 74 of Title 47, Code of Federal Regulations. WEYW broadcasts 24 hours a day, 7 days a week. It adheres to all relevant Commission requirements imposed on full-power television stations regarding non-entertainment programming, political and children's programming, broadcast news and informational

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<sup>7</sup> See Exhibit 2.

<sup>8</sup> See Exhibit 3.

<sup>9</sup> *Id.*

<sup>10</sup> Because Comcast's only specifically stated concern related to WEYW's compliance with Section 76.55(d)(6) of the rules, Comcast, in effect, concedes that WEYW satisfies the remaining LPTV requirements for must-carry eligibility. However, so that the Commission may have a complete record, WEYW will provide information to demonstrate that it meets each of the established criteria for a "qualified" LPTV station for purposes of the FCC's must-carry rules.

programming that is locally oriented and addresses local needs which are not addressed by full-power stations.<sup>11</sup> *See* Declaration of Rick Bellizzi.

7. WEYW complies with the Commission's interference regulations consistent with the station's secondary status as an LPTV facility. WEYW transmits from a location that delivers an over-the-air signal of sufficient signal strength and quality to the cable system headend. The fact that WEYW is presently delivering its signal to the Comcast cable system pursuant to a Retransmission Consent Agreement and that it is currently being carried by Comcast in Key West and Monroe County attests to the fact that WEYW does deliver a signal of good quality. *See* Declaration of Rick Bellizzi.

8. The community of Key West as of June 30, 1990 had a population that did not exceed 35,000 persons. Moreover, both Key West and Monroe County are located outside of the largest 160 Metropolitan Statistical Areas, ranked by population.<sup>12</sup>

9. Since early 2011, WEYW has provided programming addressing local news and local informational needs which are not being adequately served by any full power television broadcast station. WEYW presently broadcasts approximately 28 hours of local programming per week. The station broadcasts a daily program, "Good Morning Florida Keys," which focuses on local news and information. The program invites county and city officials as well as local residents to speak on events or news affecting the residents of Key West and Monroe County. Over the past month, the show has conducted interviews with numerous local figures, including representatives of the Florida Keys Outreach Coalition, the Key West Africana Festival, the Arts and Historical Society, the Art Studio of Key West, Tourism Key West, the Key West Key Lime Pie Festival and the Florida Keys Counsel for the Arts. The program has discussed such issues

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<sup>11</sup> *See* Section 76.55(d)(2) of the FCC's rules.

<sup>12</sup> *See* Exhibit 3.

as local drug addiction, the dredging of the Key West Channel and finding employment for women in Monroe County. *See* Declaration of Rick Bellizzi.

10. The station broadcasts local shows such as fishing, diving, cooking and talk shows on a weekly basis. WEYW also invites nonprofit corporations to promote their charity events and fundraisers in communities located in Monroe County and promotes these events and nonprofits in its public service announcements. Further, the station broadcasts the required amount of children's programming throughout the week. WEYW has received numerous letters both from government officials as well as local entities and viewers expressing gratitude for the station publicizing local groups or broadcasting relevant local programming on PSA's. *See* Declaration of Rick Bellizzi. Unlike Stations WGEN-TV (Channel 8) and WSBS-TV (Channel 22), both of which stations broadcast totally in Spanish and broadcast virtually all of their programming from studios located in Miami/Dade County, over 120 miles North of the stations' transmitter sites, WEYW provides English language programming addressing local (Key West and Monroe County ) needs and interests. *See* Declaration of Rick Bellizzi.

11. Because the Comcast cable system is currently carrying less than the mandatory number of local commercial television stations required by Section 76.56(b) of the FCC's rules, Comcast is required to set aside a channel and carry a qualified LPTV station such as WEYW.

12. As noted above, WGEN's and WSBS's programming is broadcast in Spanish and is focused on the interests of the Hispanic population in Miami-Dade County and Broward County. This is not merely WEYW's supposition. Rather, it is based on the statements made by the Commission and WGEN in the Commission decision which granted the WGEN Petition for

Special Relief, and modified the station's market for cable carriage and accorded WGEN must-carry rights throughout Miami-Dade County and Broward County.<sup>13</sup>

13. According to the Commission, WGEN stated "that it airs primarily Latin American-based Spanish-language programming, locally produced nightly news, news specials and local public affairs opinion and entertainment programs, all of which focus on issues important to the listed communities [all of which are located in Miami-Dade County and Broward County] with origins in and connections to various Latin American countries."<sup>14</sup> The FCC noted that the WGEN "community-specific programming takes two forms: (1) First, the station airs programming that treats issues and events relevant to specific communities [in Miami-Dade and Broward Counties]; Second, the station airs programming that is of interest more generally to the non-Mexican, Latin American population in Miami-Dade and Broward Counties."<sup>15</sup> No mention is made of service to Key West or Monroe County.

14. At one point in its Petition for Special Relief, WGEN stated "that, as of the 2000 Census, 40% of the residents of Broward and Miami-Dade Counties are Hispanic and, unlike other Hispanic demographics, the majority of Hispanic viewers in the Miami DMA have origins in Cuba and other non-Mexican Latin American countries." According to the Commission, WGEN stated that "*its programming is intended primarily to serve these Hispanic viewers.*"<sup>16</sup> WGEN also acknowledged in its Petition that "it maintains a studio in Miami where much of its local programming is produced."<sup>17</sup> The Commission agreed with WGEN's arguments, stating that WGEN "has shown that it now provides an extensive array of programming directed specifically at the non-Mexican, Latin American residents in the communities [all of which are located in

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<sup>13</sup> *Mapale LLC*, 24 FCC Rcd 8362 (MB 2009).

<sup>14</sup> *Id.* at para.8.

<sup>15</sup> *Id.* at note 38.

<sup>16</sup> *Id.* at para. 10 (emphasis added).

<sup>17</sup> *Id.* at para. 12.



Miami-Dade and Broward Counties].”<sup>18</sup> In addition, WGEN “has also demonstrated that numerous local advertisers in the subject [Miami-Dade and Broward] communities purchase advertising time on the station.”<sup>19</sup>

15. It should be noted that it is not the intent of WEYW to contest the *bona fides* or qualifications of WGEN or WSBS. WEYW does not challenge that those stations’ Spanish language broadcasts meet the needs of their intended audience -- the Spanish speaking population of Miami-Dade County and Broward County. It is not WEYW’s purpose to denigrate those stations’ programming efforts as a sword to attack those stations’ qualifications. As noted, WGEN and WSBS do exactly what they claim to do, which is to provide a local service to the Spanish speaking residents throughout the Miami DMA, primarily in Miami-Dade County and Broward County. Rather, WEYW cites this information as a shield to the argument concocted by Comcast that Comcast need not carry WEYW’s local programming and that WEYW is not a “qualified” LPTV station because there are other full-power TV stations licensed in Monroe County. In this respect, while 40% of the Miami DMA may speak Spanish, 80% of the residents of Key West and Monroe County do not speak or understand Spanish.<sup>20</sup> Stations that cannot be understood by 80% of their city of license and service area population should not be equated to local stations for the purpose of defeating the legitimate broadcast efforts of a newer station offering a substantial amount of local informational programming they do not provide.<sup>21</sup>

16. Station WSBS, the other full-power commercial broadcast station licensed to Key West was already being carried by Comcast in Miami-Dade and Broward Counties at the time of the

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<sup>18</sup> *Id.* at para. 13.

<sup>19</sup> *Id.*

<sup>20</sup> See Exhibit 5.

<sup>21</sup> Acceptance of WEYW’s argument would not involve censorship by the Commission, because WEYW does not urge the Commission to take action against either WGEN or WSBS because they broadcast in Spanish. As noted, WEYW offers its argument, not as a sword to penalize WGEN and/or WSBS, but as a shield to Comcast’s effort to eradicate local programming competition by an LPTV station.

*Mapale* decision. WSBS also broadcasts 100% in Spanish, broadcasts most of its programming from a Miami studio and also directs its local programming specifically at the Hispanic population in Miami-Dade and Broward Counties.

17. The programming schedules and websites of these full-power stations also reflect the fact that the programming of WGEN and WSBS aims to address the problems, needs and interests of its target audience -- Hispanics residing in Miami-Dade and Broward Counties.<sup>22</sup> These stations have licensed translators and LPTV stations in and around Miami-Dade to carry their programs to their intended audiences. As such, it would be extraordinarily short-sited to punish WEYW by depriving it of must-carry rights because of two claimed “local” full-power stations which admittedly operate in and seek to serve viewers in Miami-Dade.

18. WEYW’s must-carry request is, therefore, consistent with the FCC’s policy favoring localism, a cornerstone of broadcast regulation for decades.<sup>23</sup> The Commission has recognized that localism arises from Title III of the Communications Act of 1934, as amended, and that in carrying out the Act “every community of appreciable size has a presumptive need for its own transmission service.”<sup>24</sup> Localism “requires broadcasters to take into account *all* significant groups within their communities when developing balanced, community-responsive programming, including those groups with specialized needs and interests.”<sup>25</sup> Each station is not necessarily required to provide services to all groups where there are other alternative stations available.<sup>26</sup> Here, there are two stations licensed to Key West, but serving the Spanish-speaking segment of viewers, primarily residing in Miami-Dade County. There is no local station other

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<sup>22</sup> See Exhibit 6.

<sup>23</sup> *Broadcast Localism*, 23 FCC Rcd 1324, 1327 (2008).

<sup>24</sup> *Id.* citing *Pacific Broadcasters of Missouri, LLC*, 18 FCC Rcd 2291, 2293 (2003).

<sup>25</sup> *Id.*, 23 FCC Rcd at 1354 (emphasis in original).

<sup>26</sup> *Id.* note 186, citing *Deregulation of Radio*, 81 FCC2d 968, 997 (1991).

than WEYW serving the English-speaking viewers (the overwhelming majority of all viewers) located in Monroe County and Key West.

In view of the above, WEYW is a qualified LPTV station under the FCC's rules and should be treated as such. Accordingly, the Commission should direct Comcast and its Key West cable system servicing Monroe County to carry WEYW on a must-carry basis.

Respectfully submitted,

BELLIZZI BROADCASTING NETWORK, INC.

By: \_\_\_\_\_

A handwritten signature in black ink, appearing to read "Lee J. Peltzman", written over a horizontal line.

Lee J. Peltzman  
Its Counsel

Shainis & Peltzman, Chartered  
1850 M Street, N.W.  
Suite 240  
Washington, D.C. 20036

Date: September 9, 2013

### DECLARATION

I, Rick Bellizzi, am the owner and manager of Bellizzi Broadcasting Network, Inc. ("Bellizzi"), licensee of Station WEYW-LP, Key West, Florida. I hereby declare that the Complaint filed against Comcast Communications contains information which is true and correct to the best of my knowledge and belief and is made under penalty of perjury.

WEYW, under the ownership of Bellizzi, commenced broadcasting on the cable system on AT&T U-verse in Dade, Broward and Monroe Counties, in the Miami DMA and on Comcast in Monroe County on July 1, 2011. We have operated WEYW by adhering to all relevant FCC requirements imposed on full-power television stations regarding non-entertainment, political and children's programming as well as providing broadcast news and informational programming that is locally oriented and addresses local needs that are not being addressed by full-power stations. WEYW also complies with the Commission's interference rules. Key West has fewer than 35,000 individuals in its population. WEYW provides a signal to the Comcast cable systems currently. We also meet the other FCC requirements for a "qualified" low power TV station.

As I noted, since July 2011, WEYW has operated as if it were a full-power television station. We are the only station in Key West which provides a daily talk show containing local content for the residents of Monroe County. We conduct interviews with local government officials as well as non-profit organizations. Comcast at one time provided a local news, information and talk show until February 2011, employing a staff of five people who were located in Key West. Comcast disbanded their operations in February 2011 and WEYW has filled that gap, not only with our local programming, but by employing three of the five individuals laid off by Comcast. We provide at least 28 hours of local

programming each week.

Since Bellizzi has operated WEYW, Comcast has gone out of its way to engage in anti-competitive activities against WEYW. Therefore, even though we had entered into what we thought was a valid Retransmission Consent Agreement, we were not surprised to see that Comcast terminated it recently. When Bellizzi initially operated WEYW, we had a leased access agreement with Comcast with respect to its cable systems in which we were overcharged at a rate that was approximately 250% of what should have been charged. In addition, Comcast competes with WEYW by selling 30 second spots to businesses in the Florida Keys and it is my chief competitor in selling such ads locally. Obviously, owning the cable system that controls the video programming that is seen by a majority of Monroe County viewers, Comcast has a huge advantage in controlling the pipeline, which they are not shy about utilizing to their favor. As an example, when Comcast first agreed to carry WEYW on their cable systems, they claimed that they were not able to carry us on our Channel 19, the prior owners of WEYW, New Colonial Broadcasting had been broadcasting on Channel 19 prior to losing their connection due to being overcharged for lease access. When we purchased WEYW, we requested Channel 19 back, Comcast said it was no longer available to us even though that channel was and remains available to this day, once again making it difficult for viewers to find the local television station, as all other television stations and lease access are being broadcast between 02 and 25 in the lower tier. The shabby treatment which Comcast accords WEYW is symptomatic of how it has treated other low power TV stations in Key West and Monroe County. Comcast has consistently overcharged local LPTV systems and, at times, has lowered its advertising rates to a point, below cost, in order to place its local competitors at an economic disadvantage.



I have attached letters from city and county governmental officials thanking WEYW for providing service to their communities as well as letters from non-profit organizations and from the viewing public attesting to WEYW's excellent local programming over the past two plus years. Also attached is a list of individuals interviewed on our daily program "Good Morning Florida Keys."


Comcast cites stations WGEN and WSBS as the reason why Comcast need not treat WEYW as a "qualified" LPTV station. However, these television stations, while licensed to Monroe County, broadcast totally in Spanish, a language the vast majority of Key West and Monroe County residents do not understand. Moreover, these television stations program to a completely different viewership -- Spanish speaking viewers residing in Miami-Dade and Broward Counties. In no way do I mean to challenge the qualifications of these stations, as they do a good job serving the needs of their intended viewers. However, these stations do not function as local Key West or Monroe County broadcasters and they should not be treated as such in order to defeat the valid claim of WEYW to must-carriage.

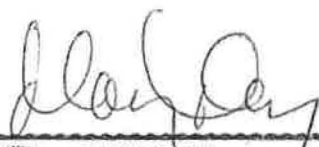

It should additionally be noted that WEYW also provides service throughout the entire Miami DMA. We have invested considerable resources in constructing a Miami studio. However, despite the fact that WEYW broadcasts programming which is responsive to the needs and interests of residents of Miami-Dade County, WEYW, nonetheless, broadcasts substantial amounts of programming which is directly responsive to the problems, needs and interests of the residents of Key West, our community of license, and Monroe County.

Being carried on cable is required for a station to successfully provide local service in Monroe County. WEYW is a "qualified" LPTV station and should be treated as such. Comcast should not be rewarded for its anti-competitive conduct.

September 8, 2013

Signed:

  
Richard Bellizzi  
Bellizzi Broadcasting Network, Inc.  
President

-----Original Message-----

From: ginger <arfkeys@aol.com>

To: klayton\_fennell <klayton\_fennell@cable.comcast.com>

Sent: Thu, Jun 16, 2011 1:40 pm

Subject: WEYW

To whom it may concern,

Our local television station based out of the Florida Keys, WEYW Channel 19, is scheduled to be turned on with Comcast and At&t U-Verse. U-Verse is currently airing the station on Channel 19 and Comcast is scheduled to broadcast on Channel 87. Being as this station is the only television station broadcasting news and weather information for the viewers of Monroe County and currently hooked up to the EOC (Emergency Operation Center) in case of hurricane or other emergency situations in the county, it is difficult to understand why Comcast is airing this station on a channel that is not accessible to many residents in the Florida Keys.

The station is petitioning Comcast to move this station to Channel 19 so it will be available to all Monroe County residents who are Comcast subscribers but is coming under some resistance by Comcast.

According to the station owner, Rick Bellizzi, Direct TV and Dish Network will be carrying this station on Channel 19 as well and it would seem only fitting that the Florida Keys station be uniform with all other networks to avoid any confusion.

This station will also be hooked up to NOAA weather service in Key West. This will allow the station to interrupt local broadcasting in order to let the community know of severe weather situations and hurricane evacuation updates throughout Monroe County.

The access to Channel 87 is not available to basic cable users. The information distributed through this station will have a direct impact on the safety and well being of citizens as well as visitors. To this end, it is important that the information be available to even the most basic Comcast users. I am asking for any assistance you can provide in convincing Comcast that the movement of WEYW from its current channel location to Channel 19 would be beneficial and in the best interest to all residents of Monroe County.

If I can be of any further assistance, please contact me.

Thank you for your assistance,  
Ginger Snead  
Mayor City of Marathon



# Monroe County Sheriff's Office

Robert P. Peryam, Sheriff

5525 College Road

Key West, Florida 33040

(305) 292-7000 FAX: (305) 292-7070 1-800-273-COPS

www.keyssos.net

## SUBSTATIONS

Freeman Substation  
20950 Overseas Hwy.  
Cudjoe Key, FL 33042  
(305) 745-3184  
FAX (305) 745-3761

Marathon Substation  
4103 Overseas Hwy.  
Marathon, FL 33050  
(305) 289-2430  
FAX (305) 289-2497

Islamorada Substation  
87000 Overseas Hwy.  
Islamorada, FL 33036  
(305) 853-7021  
FAX (305) 853-9372

Roth Building  
50 High Point Road  
Beverly, FL 33070  
(305) 853-3211  
FAX (305) 853-3205

## DETENTION CENTERS

Key West Det. Center  
5501 College Road  
Key West, FL 33040  
(305) 293-7300  
FAX (305) 293-7353

Marathon Det. Facility  
3981 Ocean Terrace  
Marathon, FL 33050  
(305) 289-2420  
FAX (305) 289-2424

Plantation Det. Facility  
53 High Point Road  
Plantation Key, FL 33070  
(305) 853-3266  
FAX (305) 853-3270

## SPECIAL OPERATIONS

P.O. Box 500973  
Marathon, FL 33050  
(305) 289-2410  
FAX (305) 289-2498

## AVIATION DIVISION

10100 Overseas Hwy.  
Marathon, FL 33050  
(305) 289-2777  
FAX (305) 289-2776

## COMMUNICATIONS

2796 Overseas Hwy.  
Marathon, FL 33050  
(305) 289-2331  
FAX (305) 289-2493

To: Rick Bellizzi / General Manager WEYW-Ch. 19

From: Colonel Rick Ramsay

Date: 26<sup>th</sup> June 2012

Ref. Letter of Appreciation

Rick, I have had the pleasure to work with the staff at WEYW-Ch 19 in an effort to inform and educate the general public about public safety issues.

We have had the pleasure to come on your television station and do the "Follow the Law" program in an effort to inform and educate the general public.

I have also had the opportunity to come on your program and discuss Hurricane Evacuation for public safety as well as other important areas of concern for the citizens and visitors to Monroe County.

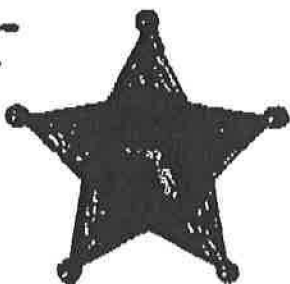
Your staff has been amazing to work with and I have really enjoyed coming on the show and working with such positive and professional people such as Jenna Stauffer.

These public service partnerships between the Sheriff's Office and WEYW are so important to us as an agency.

Please thank your staff for all that they have done and mostly to you for your community partnership with us.



# Sheriff



## Monroe County Sheriff's Office

Robert P. Peryam, Sheriff

5525 College Road

Key West, Florida 33040

(305) 292-7000 FAX: (305) 292-7070 1-800-273-COPS

[www.keyssso.net](http://www.keyssso.net)

June 14, 2011

### SUBSTATIONS

Freeman Substation  
20950 Overseas Hwy.  
Cudjoe Key, FL 33042  
(305) 745-3184  
FAX (305) 745-3761

Marathon Substation  
3103 Overseas Hwy.  
Marathon, FL 33050  
(305) 289-2430  
FAX (305) 289-2497

Islamorada Substation  
86800 Overseas Hwy.  
Islamorada, FL 33036  
(305) 664-6480  
FAX (305) 852-5254

Roth Building  
50 High Point Road  
Tavernier, FL 33070  
(305) 853-3211  
FAX (305) 853-3205

### DETENTION CENTERS

Key West Det. Center  
5501 College Road  
Key West, FL 33040  
(305) 293-7300  
FAX (305) 293-7353

Marathon Det. Facility  
3981 Ocean Terrace  
Marathon, FL 33050  
(305) 289-2420  
FAX (305) 289-2424

Plantation Det. Facility  
53 High Point Road  
Plantation Key, FL 33070  
(305) 853-3266  
FAX (305) 853-3270

### SPECIAL OPERATIONS

P.O. Box 500975  
Marathon, FL 33050  
(305) 289-2410  
FAX (305) 289-2498

### AVIATION DIVISION

10100 Overseas Hwy.  
Marathon, FL 33050  
(305) 289-2777  
FAX (305) 289-2776

### COMMUNICATIONS

2796 Overseas Hwy.  
Marathon, FL 33050  
(305) 289-2351  
FAX (305) 289-2493

Comcast  
1010 Kennedy Drive  
Key West, FL 33040

To Whom It May Concern:

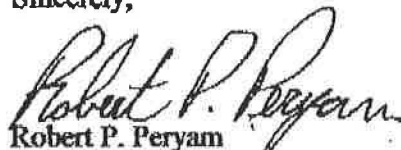
I am writing on behalf of WEYW, a new local television station which will soon begin operation here in the Florida Keys. It is going to be helpful, in emergency situations and at times when we need to communicate with our citizens, to have a local station broadcasting news and weather. I wish them all the best in their efforts to make this station work.

It is my understanding the station will be operating on Channel 19 on U-Verse, and potentially on channel 19 on Direct TV and Dish Network also. It would seem to me that having the station broadcasting on Channel 19 on Comcast as well would make sense.

Being uniform and consistent is crucial when trying to communicate information to the public. We don't have emergencies very often, but when we do, we at the Sheriff's Office do need as many ways to reach the public as possible.

The folks who are starting up the station have asked me to lend my support in asking Comcast to move their television station from the currently designated Channel 87 to Channel 19. I think you should certainly give the idea every consideration.

Sincerely,

  
Robert P. Peryam  
Sheriff of Monroe County

RPP/vam





*State Attorney*

DENNIS W. WARD  
State Attorney

SIXTEENTH JUDICIAL CIRCUIT OF FLORIDA  
530 WHITEHEAD STREET  
KEY WEST, FLORIDA 33040-6547

TELEPHONE  
305-292-3400

WEYW TV Channel 19  
5300 US Highway 1  
Key West, FL 33040

To the ownership, staff, anchors and production crew,

I want to extend to WEYW Channel 19 my sincere appreciation for the content of your local programming. The law enforcement community needs the assistance of our local media outlets to inform the public of important information concerning their welfare. The segments concerning the school anti-bullying curriculum, and the multiple segments related to spice and bath salts, helped provide valuable illumination on relevant local issues concerning the safety of our children.

I applaud your station for having the vision to incorporate these compelling stories within your broadcast and encourage you to continue this practice in cooperation with local authorities. I remain,

Respectfully yours,

A handwritten signature in black ink, appearing to read "Manny Madrugá".

Manny Madrugá  
Chief Assistant State Attorney  
16<sup>th</sup> Judicial Circuit



UNITED STATES DEPARTMENT OF COMMERCE  
National Oceanic and Atmospheric Administration  
NATIONAL OCEAN SERVICE  
**Florida Keys National Marine Sanctuary**  
33 East Quay Road Key West, FL 33040  
Phone: (305) 809-4700 Fax: (305) 293-5011

January 2, 2013

Rick Bellizzi  
WEYW Channel 19  
5300 U.S. Highway 1  
Key West, FL 33040

Dear Mr. Bellizzi:

Thank you for adding the "Waterways" television series to the WEYW Channel 19 broadcast rotation. Through the airing of "Waterways," your station has helped increase ocean stewardship among Florida Keys residents and visitors alike.

"Waterways" is a collaborative outreach effort between Florida Keys National Marine Sanctuary, Everglades and Dry Tortugas National Parks, and the U.S. Environmental Protection Agency to raise awareness of the importance of preserving south Florida marine and freshwater resources, and bring attention to research and marine conservation issues. Your viewership is an ideal audience for these programs.

I also appreciate your willingness to show our public service announcements and feature sanctuary staff on your "Good Morning Florida Keys" show. Please contact me should any additional show opportunities arise and I will continue to send you any new educational programs we develop.

Sincerely,

Karrie Carnes  
Communications Coordinator



---

FL Keys Unit



Rick Bellizzi &lt;rick.bellizzi@gmail.com&gt;

---

**Letter of Appreciation, Chanel 19 Environmental PSA Support**1 message

---

Donald Lanman &lt;donaidd@keysbank.com&gt;

Fri, Oct 19, 2012 at 3:23 PM

To: "Rick.bellizzi@gmail.com" &lt;Rick.bellizzi@gmail.com&gt;

Cc: Angie Walterson &lt;AngieW@keysbank.com&gt;

Hello Rick,

Attached is a letter of appreciation for the support Channel has provided in the airing of the Bank's important environmental message to the local community and world in general.

We sincerely appreciated your support. Thank you.

Kind Regards,

**Donald K. Lanman**

Senior Vice President &amp; Marketing Director

***First State Bank of the Florida Keys***

1201 Simonton St., Key West, Florida 33040

O: 305-293-7149, C: 305-395-3384, Fax: 305-296-6231

DonaldL@KeysBank.com www.KeysBank.com

Please consider the environment before printing this email.

---

 **Channel 19 TV PSA Letter 10-12.doc**  
101K



Rick Bellizzi &lt;rick.bellizzi@gmail.com&gt;

---

**Thank you for having us**1 message

---

**Lisette Cuervo** <Lisette.Cuervo@wesleyhouse.org>

Tue, Feb 5, 2013 at 5:00 PM

To: "rickbellizzi@gmail.com" &lt;rickbellizzi@gmail.com&gt;

Hi Rick,

Thank you so much for having us today. Being able to speak about our 30<sup>th</sup> Anniversary Valentine's Day Gala on your station will do great things for our marketing campaign for this event.

It is because of local support like that of channel 19 that we can attribute our success in helping the children and families of Monroe county. You enable us to get information out to our community, therefore raising awareness about our agency and how someone can support our mission of : Promoting and enhancing the safety, well-being and development of children my educating, supporting and meeting the needs of families.

We appreciate all that you do for our community.

Best regards,

Lisette Cuervo Carey

Media & Events Coordinator

Wesley House Family Services

305-809-5000 ext 228 office

305-797-6800 cell

[www.wesleyhouse.org](http://www.wesleyhouse.org)

**WEYW-TV**  
**5300 US Highway 1**  
**Key West, FL 33040**

Dear Jenna,

I wanted to thank you and the rest of the station for providing relevant local programming for those of us in Monroe County. It is a treat to be able to tune in daily to see what's happening in our community. You all do such a great job of reaching out to everyone from Key Largo to Key West.

I look forward to watching as this station grows bigger and better.

Keep up the great work and don't ever underestimate the value you provide to our local community.

Sincerely,

Dr. Rebecca Spacke  
Brand New Day Enterprises  
Marathon, Florida





Rick Bellizzi <rick.bellizzi@gmail.com>

---

## Moolah-Good Morning Florida Keys Show

2 messages

---

Donald Lanman <dona1dl@keysbank.com>

Thu, Jul 26, 2012 at 2:11 PM

To: "rick.bellizzi@gmail.com" <rick.bellizzi@gmail.com>, "weywtv@aol.com" <weywtv@aol.com>

Cc: Angie Walterson <AngieW@keysbank.com>

Rick,

On behalf of all your friends at First State Bank of the Florida Keys thank you for providing time for the interview with Moolah, Tom O and Jenna for the Channel 19 *Good Morning Florida Keys* show. We are adding a promotional web banner to KeysBank.com today promoting the Morning Show and Moolah interview that will air tomorrow. I can't wait.

We also appreciate your consideration to air the Moolah the Dancing Manatee Going Green promotional video as a PSA. Hopefully, our combined local efforts can help reenergize the green movement in the Keys and worldwide.

Please pass on my personal thanks and best wishes to Jenna Stauffer, Ed Krane, and your entire staff for their courtesy and professionalism.

Kind Regards & Go Green,

Don

**Donald K. Lanman**

**Senior Vice President & Marketing Director**

***First State Bank of the Florida Keys***

**1201 Simonton St., Key West, Florida 33040**

**O: 305-293-7149, C: 305-395-3384, Fax: 305-296-6231**

**DonaldL@KeysBank.com www.KeysBank.com**

Please consider the environment before printing this email.



19 October 2012

To: Mr. Rick Bellizzi, General Manager WYWW Channel 19  
5300 US HWY 1, Key West FL. 33040, 305-896-0650

SJ: Environmental PSA: Moolah the Manatee Go Green Message

Dear Mr. Bellizzi,

On behalf of our local Board of Directors, President Karen Sharp and the team at *First State Bank of the Florida Keys*, I would like to extend our sincere appreciation to you and Channel 19 for supporting our local green initiatives by running the Bank's environmental green PSA.

Both the live coverage of the PSA on the Channel 19 Morning Show and ongoing airing of the PSA clearly demonstrated your community commitment and support for important environmental issues.

Sincerely,

Donald K. Lanman  
Senior Vice President, Marketing Director  
First State Bank of the Florida Keys  
1201 Simonton St. Key West, FL 33040  
305-293-7149

**July 2<sup>nd</sup>:**

Florida Keys Outreach Coalition Client/ Shared success story of being homeless on the streets to now holding a stable job

**July 3<sup>rd</sup>:**

Les Jackson/ American Cancer Society/ Talked about the organization's 100<sup>th</sup> birthday

Kim Fisher/ Son of the legendary Mel Fisher / Discussed his father's legacy and what they are doing to keep it alive

Brooke Babineau/ Author

**July 10<sup>th</sup>:**

Roxanne Fleszar/ Financial Advisor/ talked about the benefits of saving for retirement at a young age

Jean Thornton/ Diver for Mel Fisher/ shared story of finding treasure and working with Mel

Christopher Norwood/ Key West Africana Festival/ talked about cultural tourism and bringing more African Americans to Key West

**July 11<sup>th</sup>:**

Jennifer Hulse/ Attorney/ Discussed the issue of dredging the Key West Channel for larger cruise ships and the benefits it will have on the community

Bill Lorraine/ Artist/Composer/ Discussed his latest piece , The Hemingway Suite which is a tribute to Key West's greatest artist, Ernest Hemingway. Cubans and Americans

Paul Hardt and his 11 year old students from Eastview School in Illinois/ Showed the first of three videos clips the students made for the show. It talked about the history of Key West.

**July 12<sup>th</sup>:**

Michael Gilda/ Arts and Historical Society/discussed the 4 major attractions they control throughout Key West

Elissa Bishop Becker/ Professional Counselor/Talked about how to deal and cope with loss

**July 16<sup>th</sup>:**

Dr. Stephen Ragusea/ Clinical Psychologist/ Discussed pain pill addiction and the negative impact it has on people

**July 17<sup>th</sup>:**

Robert Coburn/Author

Keith Bland/Artist/Discussed his current work and new exhibit at the Studios of Key West

Jolly Benson/ Chairman of Responsible Tourism Key West/ Discussed the issue of dredging the Key West Channel for larger cruise ships and the negative impact it will have on the community

**July 18<sup>th</sup>:**

Holly Raschein/ State Representative/Discussed issues facing Monroe County

Diana Dobson/ Community Activist/ talked about surviving and living well with AIDS and discussed the importance of AIDS education

**July 19<sup>th</sup>:**

Valerie Carr/Case Manager for Samuels House/Talked about the organization's success of helping women in Monroe County find jobs and housing after dealing with issues such as homelessness and incarceration

Caroline Cotton/Travel Agent/ Gave travel tips for the summer

George D'Angelo/ Hemingway Look Alike Contestant/ Talked about the importance of the contest and why he flies down from Philadelphia every year for it

Kaleigh Baker/ Singer/Songwriter/Talked about her upcoming tour throughout the country and why Key West is one of her favorites places to perform

### **July 24<sup>th</sup>**

David Sloan/ Author/Entrepreneur/ Talked about his latest cookbook and founding the annual Key West Key Lime Pie Festival

Stephanie Kaple/ Florida Keys Outreach Coalition/Talked about the success of the organization and additions they are making to their housing units

Paul Hardt and his 11 year old students from Eastview School in Illinois/ Showed the second of three videos clips the students made for the show. It talked about the history of Key West.

### **July 25<sup>th</sup>**

Jennifer Whaley/ Physician at Womankind/ Talked about self breast exams and the benefits of doing them every couple of months

Elizabeth Young/Executive Director of the Florida Keys Council of the Arts/ Talked about summer programs and events

Elizabeth Warner/Local author

**July 26<sup>th</sup>**

Judi Bradford/ Local Artist/Discussed her upcoming tour to England to make fascinator hats which are a growing trend throughout the country

Fiona Molloy/ Singer/Entertainer/Talked about her career in both Ireland and the US

**July 31<sup>st</sup>**

Landon Bradbury/Father of a 2 year old son diagnosed with Lymphoma/  
Talked about finding out the news and the overwhelming financial and emotional support from the Keys

Sheri Pogue/ Local Radio Host/Talked about her past pain pill addiction and the devastating impact it had on her life

# **EXHIBIT 1**



July 2, 2013

WEYW-LP  
5300 U.S. Highway 1  
Key West, Florida 33040  
Attn: Mr. Richard Bellizzi

Via e-mail and Overnight Mail  
*rick.bellizzi@gmail.com*

Dear Mr. Bellizzi:

Reference is made to that certain Retransmission Consent Agreement, dated November 1, 2011 (the "Agreement"), between Comcast Cable Communications, LLC ("Comcast") and Bellizzi Broadcasting Network, Corp., d/b/a/ WEYW ("WEYW"). Capitalized terms used but not defined herein shall have the meanings as set forth in the Agreement.

Section 2 of the Agreement provides that the Term "will automatically renew for successive one (1) year periods unless either party provides written notification that it desires to terminate this Agreement at least one-hundred-eighty (180) days prior to the end of the then current Term".

In accordance with Section 2 of the Agreement, this letter shall serve as notification that Operator does not desire to have the Term automatically renew for any additional periods. Accordingly, the Agreement will expire at the end of the current Term, on December 31, 2013.

Please reach out to Tom Zemaitis or Ximena Rogers in Comcast's West Palm Beach office to the extent you have any further questions.

Sincerely,

A handwritten signature in dark ink, appearing to read "MN", followed by a long horizontal line extending to the right.

Michael Nissenblatt

cc: Ms. Ximena Rogers , Mr. Thomas Zemaitis, Comcast Cable-Florida



# **EXHIBIT 2**

# Shainis & Heltzman, Chartered

Counselors at Law

Aaron H. Shainis  
aaron@s-plaw.com

Lee J. Heltzman  
lee@s-plaw.com

Suite 240  
1850 M Street, N.W.  
Washington, D.C. 20036

(202) 293-0011  
Fax (202) 293-0810  
e-mail: shainis@plaw.com

July 24, 2013

**VIA CERTIFIED MAIL WITH RETURN RECEIPT**

Comcast Cable Communications, LLC  
Comcast of California/Colorado/Florida/Georgia, Inc.  
One Comcast Center  
1701 John F. Kennedy Blvd.  
Philadelphia, PA 19103-2838  
Attn.: General Counsel

Comcast Cable-South Florida Region  
789 International Parkway  
Sunrise, FL 33325  
Attn: Senior Vice President

Re: Bellizzi Broadcasting Network Corp  
Station WEYW-LP, Key West, Florida  
Request for Must-Carry  
FL0022

Dear Sir/Madam:

Bellizzi Broadcasting Network Corp. d/b/a WEYW ("WEYW"), licensee of Station WEYW-LP, Key West, Florida (the "Station"), hereby invokes Section 76.61 of the Commission's rules and, as a "qualified" low power television ("LPTV") station, it hereby notifies Comcast Cable Communications, LLC ("Comcast") that Comcast is obligated to carry the signal of the Station on its Key West, Florida cable system in order to fulfill its must-carry obligations.

The Station is presently carried, *inter alia*, on the Comcast Key West, Florida cable system pursuant to a November 1, 2011 Retransmission Consent Agreement by and between WEYW and Comcast. On July 2, 2013, Comcast notified WEYW that it desired to terminate the Retransmission Consent Agreement as of December 31, 2013. However, WEYW is a "qualified" LPTV station under Section 76.55(d) of the Commission's rules and, therefore, its signal must be carried by Comcast on a must-carry basis.

# Shainis & Heltzman, Chartered

Comcast Cable Communications, LLC

July 24, 2013

Page 2 of 3

The Commission's rules require that cable operators carry on their systems "qualified" LPTV stations. An LPTV station is considered "qualified" if: (1) the station broadcasts at least the minimum number of hours required by the FCC's rules for full-power television stations; (2) the station adheres to Commission requirements applicable to full-power television stations regarding non-entertainment programming, including public interest and children's programming, and employment practices, and the Commission determines that the programming of the LPTV station addresses local news and information needs that are not being adequately served by full-power television broadcast stations; (3) the station complies with interference regulations consistent with its secondary status; (4) the station is located no more than 35 miles from the cable system's principal headend and delivers to the principal headend an over-the-air signal of good quality; (5) the community of license of the station and the franchise area of the cable system were both located outside the largest 160 Metropolitan Statistical Areas ("MSAs") on June 30, 1990, and the population of the community of license on that date did not exceed 35,000 persons; and (6) there is no full-power television broadcast station licensed to any community within the county or other political sub division of a state served by the cable system.

WEYW broadcasts to Key West and the surrounding service area more than the required minimum number of hours for full power television stations, since it is on the air 24 hours per day, seven days per week. The Station meets all of the relevant obligations and requirements imposed on full-power stations. It provides significant amounts of non-entertainment programming, including children's programming and it broadcasts news and informational programming which is locally oriented and which addresses local needs that are not being adequately served by full-power television stations. The Station broadcasts a daily talk show, Good Morning Florida Keys, which includes interviews with local government, such as city and state officials, as well as local community groups. The Station broadcasts 28 hours of local content each week. Attached is a programming grid providing a weekly schedule of WEYW programming.

The Station also complies with the Commission's interference regulations consistent with its secondary status as an LPTV station. The Station transmits from a location that is located less than 35 miles from the Comcast cable system's principal headend and delivers an over-the-air signal of good quality and sufficient signal strength. The fact that the Station is presently delivering its signal to Comcast cable systems, including the Key West system, pursuant to the Comcast Retransmission Consent Agreement, evidences that it can deliver a good quality signal to the Comcast systems. The community of Key West was located outside of the largest 160 Metropolitan Statistical Areas, ranked by population, as determined on June 30, 1990 and the population of Key West on that date, according to the U.S. Census, was less than 35,000 persons (24,832).

Finally, while there are two full-power television stations currently licensed in Monroe County (WGEN-TV and WSBS-TV), it would constitute a legal fiction, elevating form over

# Shainis & Heltzman, Chartered

Comcast Cable Communications, LLC

July 24, 2013

Page 3 of 3

substance, to use these stations as a reason to withhold "qualified" LPTV must-carry status from WEYW. Both of the stations broadcast in Spanish, have Miami studios and provide a scant amount of local programming, certainly nothing comparable to the amount and quality of local programming broadcast by WEYW. In fact, since 2010 census data shows that only 21 % of Key West residents and 20.5% of Monroe County residents are of Hispanic or Latino origin, this means that 80% of the serviceable population cannot understand the programming which is being broadcast by these facilities. There is no way that such stations can be considered as providing local service.

In view of the above, WEYW is clearly a "qualified" LPTV station and its signal must be carried by its local cable system, operated by Comcast. Since Comcast's Key West system has more than 35 viable activated channels, carries local broadcast stations on fewer than one-third of its channels and does not currently carry two or more LPTV stations pursuant to its must carriage obligations, it must accord must-carry treatment to WEYW as required under Section 76.56(b)(3) of the Commission's rules.

Sincerely,



Lee J. Feltzman

Counsel for

Bellizzi Broadcast Network Corp.

d/b/a WEYW

Enclosure

To Leave The Programming Schedule And Return To The WEYV 19 Live Internet Feed... Click On The "X" In The Top Right Hand Corner of this WEYV 19 Programming Schedule Window...

**ON AIR**

Share



All Show Times Are  
In Eastern Time

## WEYV 19's 3rd Quarter 2013 Programming Schedule



**retro<sup>TV</sup>**  
A Retro Television  
Network Affiliate

WEYV 19's Local Programming In White

Time	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Time
12:00 am	DaVinci's Inquest (CC)	Cold Case Files (CC)	Cold Case Files (CC)	Cold Case Files (CC)	Cold Case Files (CC)	Cold Case Files (CC)	Off Beat Cinema	12:00 am
12:30 am								12:30 am
1:00 am	The Collector	Cold Squad (CC)	Cold Squad (CC)	Cold Squad (CC)	Cold Squad (CC)	Cold Squad (CC)		1:00 am
1:30 am								1:30 am
2:00 am	Local Paid Programming	Local Paid Programming	Local Paid Programming	Local Paid Programming	Local Paid Programming	Local Paid Programming	Local Paid Programming	2:00 am
2:30 am	Local Paid Programming	Local Paid Programming	Local Paid Programming	Local Paid Programming	Local Paid Programming	Local Paid Programming	Local Paid Programming	2:30 am
3:00 am	Local Paid Programming	Local Paid Programming	Local Paid Programming	Local Paid Programming	Local Paid Programming	Local Paid Programming	Local Paid Programming	3:00 am
3:30 am	Local Paid Programming	Local Paid Programming	Local Paid Programming	Local Paid Programming	Local Paid Programming	Local Paid Programming	Local Paid Programming	3:30 am
4:00 am	Local Paid Programming	Local Paid Programming	Local Paid Programming	Local Paid Programming	Local Paid Programming	Local Paid Programming	Local Paid Programming	4:00 am
4:30 am	Local Paid Programming	Local Paid Programming	Local Paid Programming	Local Paid Programming	Local Paid Programming	Local Paid Programming	Local Paid Programming	4:30 am
5:00 am	Local Paid Programming	Local Paid Programming	Local Paid Programming	Local Paid Programming	Local Paid Programming	Local Paid Programming	Local Paid Programming	5:00 am
5:30 am	Local Paid Programming	Local Paid Programming	Local Paid Programming	Local Paid Programming	Local Paid Programming	Local Paid Programming	Local Paid Programming	5:30 am
6:00 am	Local Paid Programming	Local Paid Programming	Local Paid Programming	Local Paid Programming	Local Paid Programming	Local Paid Programming	Local Paid Programming	6:00 am
6:30 am	Local Paid Programming	Local Paid Programming	Local Paid Programming	Local Paid Programming	Local Paid Programming	Local Paid Programming	Local Paid Programming	6:30 am
7:00 am	Local Paid Programming	Good Morning FL Keys	Good Morning FL Keys	Good Morning FL Keys	Good Morning FL Keys	Local Paid Programming	Local Paid Programming	7:00 am
7:30 am	Vineyard Church Bible Study	Vineyard Church	Vineyard Church Bible Study	Vineyard Church	Local Paid Programming	Local Paid Programming	Local Paid Programming	7:30 am
8:00 am	Motterd Pancakes Et	House In The Hoyle Et	Dog & Cat Training Et	Eco Company Et	99 Period Et	Fat Albert	That's Boating	8:00 am
8:30 am	Real Life 101 Et	Good Morning FL Keys	Good Morning FL Keys	Good Morning FL Keys	Good Morning FL Keys	Ghostbusters	Heart Of Health	8:30 am
9:00 am	Daytime	Daytime	Daytime	Daytime	Daytime	Florida Sport Fishing	Vineyard Church	9:00 am
9:30 am						Keys Fleish Affliction	Local Paid Programming	9:30 am
10:00 am	Black Beauty (CC)	Black Beauty (CC)	Black Beauty (CC)	Black Beauty (CC)	Lou's Legal Hour, LIVE!	Waterways	Black Beauty (CC)	10:00 am
10:30 am	The Campbells	The Campbells	The Campbells	The Campbells		Reelin In The Keys	Black Beauty (CC)	10:30 am
11:00 am	Cisco Kid (CC)	Cisco Kid (CC)	Cisco Kid (CC)	Cisco Kid (CC)	Cisco Kid (CC)	Spear Divers	Tarzan (CC)	11:00 am
11:30 am	Robin Hood	Robin Hood	Robin Hood	Robin Hood	Robin Hood	Boats Direct USA		11:30 am
12:00 pm	Moviestar	Moviestar	Moviestar	Moviestar	Moviestar	Robin Hood	Robin Hood	12:00 pm
12:30 pm	Moviestar	Moviestar	Moviestar	Moviestar	Moviestar	Hollycoop	Robin Hood	12:30 pm
1:00 pm	The New Zoro	The New Zoro	The New Zoro	The New Zoro	The New Zoro	Ozzie & Harriet	Ozzie & Harriet	1:00 pm
1:30 pm	Crosswords	Crosswords	Crosswords	Crosswords	Crosswords	The New Zoro	The New Zoro	1:30 pm
2:00 pm	I Spy	I Spy	I Spy	I Spy	I Spy	I Spy	I Spy	2:00 pm
2:30 pm								2:30 pm
3:00 pm	Movin' On	Movin' On	Movin' On	Movin' On	Movin' On	Cisco Kid (CC)	Cisco Kid (CC)	3:00 pm
3:30 pm						Hopalong Cassidy	Hopalong Cassidy	3:30 pm
4:00 pm	Naked City	Naked City	Naked City	Naked City	Naked City	Waterways	Florida Sport Fishing	4:00 pm
4:30 pm						Lou's Legal Hour, LIVE!	Keys Fleish Affliction	4:30 pm
5:00 pm	Tarzan (CC)	Tarzan (CC)	Tarzan (CC)	Tarzan (CC)	Tarzan (CC)		Good Morning FL Keys	5:00 pm
5:30 pm	Cisco Kid (CC)	Cisco Kid (CC)	Cisco Kid (CC)	Cisco Kid (CC)	Cisco Kid (CC)	Spear Divers	Reelin In The Keys	5:30 pm
6:00 pm	Hopalong Cassidy	Girls Night Out - Miami	Hopalong Cassidy	Girls Night Out - Miami	Hopalong Cassidy	Girls Night Out - Miami	Waterways	6:00 pm
6:30 pm	The Real McCoy's	The Real McCoy's	Reelin In The Keys	The Real McCoy's	The Real McCoy's	Buzz TV	Buzz TV	6:30 pm
7:00 pm	Buzz TV	Good Morning FL Keys	Good Morning FL Keys	Good Morning FL Keys	Good Morning FL Keys	Boats Direct USA	Trop Rock Walk Show	7:00 pm
7:30 pm	Good Morning FL Keys	Spear Divers	Cookin In The Keys	Trop Rock Walk Show	Waterways	Good Morning FL Keys	Spear Divers	7:30 pm
8:00 pm	Hwy. To Heaven (CC)	Hwy. To Heaven (CC)	Hwy. To Heaven (CC)	Hwy. To Heaven (CC)	Keys Kitchen	Trop Rock Walk Show	Keys Kitchen	8:00 pm
8:30 pm						Waterways		8:30 pm
9:00 pm	The Saint	The Saint	The Saint	The Saint	The Saint	Intelligence	Boats Direct USA	9:00 pm
9:30 pm							Girls Night Out - Miami	9:30 pm
10:00 pm	Route 66	Route 66	Route 66	Route 66	Route 66	Wolfman Mac's Chiller Drive-In Theatre	Crook & Chase	10:00 pm
10:30 pm							Disasters Of The Century	10:30 pm
11:00 pm	DaVinci's Inquest (CC)	DaVinci's Inquest (CC)	DaVinci's Inquest (CC)	DaVinci's Inquest (CC)	DaVinci's Inquest (CC)			11:00 pm
11:30 pm								11:30 pm

# **EXHIBIT 3**



August 14, 2013

Lee J. Peltzman  
Shainis & Peltzman Chartered  
1850 M Street, NW  
Suite 240  
Washington, DC 20036

**via Overnight Mail**

Dear Mr. Peltzman:

I am in receipt of your July 24, 2013 letter requesting mandatory carriage of WEYW-LP, Key West, Florida on Comcast's Key West, Florida cable system serving certain communities in Monroe County, Florida.

Please note that there are two (2) full power television broadcast stations licensed to a community within the county or other equivalent political subdivision (of a State) served by the Key West cable system. Accordingly, in accordance with 47 C.F.R. §76.55(d)(6), as well as other rules and regulations that may be applicable, WEYW is not a "qualified" low-power station within the meaning of the 1992 Cable Act and is not entitled to mandatory carriage on Comcast's Key West cable system.

I have attached to this letter a copy of the Conditions in Appendix A of the Federal Communications Commission's Memorandum Opinion and Order in the NBCU-Comcast Transaction, because you may be entitled to receive a copy of the Conditions in connection with your request for carriage of WEYW.

Thank you for your interest in Comcast.

Sincerely,

Michael Nissenblatt

cc: Catherine Fox, Esquire, Comcast Cable-Philadelphia

## APPENDIX A

### Conditions

#### I. DEFINITIONS

For purposes of the conditions set forth in Sections I-XX below (“Conditions”), capitalized terms shall have the meanings set forth below:

“AAA” means the American Arbitration Association.

“AAA Rules” means the rules of the AAA from time to time in effect.

“Affiliate” of any person means any person directly or indirectly controlling, controlled by, or under common control with, such person at the time at which the determination of affiliation is being made.

“Attributable Interest” means a cognizable interest in an entity as defined pursuant to 47 C.F.R. §76.1000(b).

“Benchmark Condition” means that an OVD has entered into at least one agreement for Video Programming with a Broadcast Network, Cable Programmer, Production Studio or Film Studio that is not an Affiliate of the OVD.

“Broadband Internet Access Service” means a mass-market retail service by wire or radio that provides the capability to transmit data to and receive data from all or substantially all Internet endpoints, including any capabilities that are incidental to and enable the operation of the communications service, but excluding dial-up Internet access service. This term also encompasses any service that the Commission finds to be providing a functional equivalent of the service described in the previous sentence, or that is used to evade the Conditions.

“Broadcast Network” means The Walt Disney Company (ABC), CBS, Inc. (CBS), News Corporation (FOX), and their managed or controlled subsidiaries, and their successors and assigns, and any other Person that is one of the top three providers (other than a C-NBCU Programmer) of live or recorded Video Programming over a group of local television stations by U.S. broadcast revenue in the latest declared financial year.

“Business Day” means any day that is not a Saturday or Sunday or a federal holiday.

“Cable Programmer” means Time Warner, Inc., The Walt Disney Company, News Corporation, Viacom, Inc., and their managed or controlled subsidiaries, successors and assigns, and any other Person other than a Broadcast Network or local television station that is one of the four top providers (other than a C-NBCU Programmer) of Video Programming for distribution through MVPDs by U.S. cable revenue in the latest declared financial year.

“Carriage Agreement” means any retransmission consent agreement for broadcast programming or any other agreement for carriage of Video Programming by an MVPD or OVD.

“Claimant” means an MVPD, Qualified OVD or Bargaining Agent.

“Closing” or “Closing the Transaction” means the consummation of the transaction by and among General Electric, NBCU, and Comcast more fully described in paragraphs 1-19 of this Order.

“C-NBCU” means the joint venture created as a result of the transaction approved with conditions by this Order together with its subsidiaries, Affiliates, successors, and assigns.



“C-NBCU Programmer” means Comcast, C-NBCU, their Affiliates and any entity for which Comcast or C-NBCU manages or controls the licensing of Video Programming and/or any local broadcast television station on whose behalf Comcast or NBCU negotiates retransmission consent.<sup>1</sup>

“Comcast” means Comcast Corporation together with its Affiliates, successors and assigns.

“Comparable Programming” means Video Programming that is reasonably similar in kind and amount. For purposes of determining whether Video Programming constitutes Comparable Programming, the parties or an arbitrator, as applicable, shall consider the following factors, among others:

- (i) the number of channels and/or shows; and
- (ii) the similarity of the value of the Video Programming, as evidenced by ratings, affiliate fees and/or advertising revenues and the time elapsed since the programming was first distributed.<sup>2</sup>

The following categories of Video Programming are not Comparable Programming (among others):<sup>3</sup>

- (i) programming made available for presentation a day or more after it is first presented to viewers is not comparable to programming made available for presentation the first day;
- (ii) sports programming is not comparable to non-sports programming;
- (iii) local news programming is not comparable to programming that is not local news programming;
- (iv) prior season programming is not comparable to original, first-run programming;
- (v) broadcast programming is not comparable to cable programming;
- (vi) Children’s Programming is not comparable to programming that is not Children’s Programming (defined, only with regard to Section XIII, as programming originally produced and aired primarily for an audience of children 12 years old or younger);
- (vii) Films are not comparable to non-Film programming; and

<sup>1</sup> Comcast and NBCU are prohibited from acquiring an Attributable Interest in any provider of Video Programming unless that provider is obliged to abide by the conditions set forth in this Appendix.

<sup>2</sup> If an agreement triggering the Benchmark Condition involves substantially all of a Person’s linear channel(s), then the C-NBC Programmer may require the OVD to license a bundle of substantially all of C-NBCU’s linear channels (plus other rights if included in the triggering agreement) as the Comparable Programming. If the C-NBCU Programmer opts to license less than the bundle described above, then the parties or arbitrator (as applicable) shall take into account any pricing adjustments from the bundled price necessary to reflect fair market value.

<sup>3</sup> Programming shall not cease to be comparable solely because packages of programming contain some programming that is not comparable. For example, a channel, a bundle of channels or a bundle of programs may contain both sports and non-sports programming and still be eligible to trigger the Benchmark Condition or serve as Comparable Programming provided by a C-NBCU Programmer. If a bundle contains a mix of programming, some of which is comparable and some of which is not comparable, the C-NBCU Programmer shall satisfy a demand under the Benchmark Condition to the extent possible by providing programming that is similar in amount to the programming triggering the Benchmark Condition to the extent that programming is comparable to programming of C-NBCU Programmers (e.g., if an OVD obtains 10 shows triggering the Benchmark Condition, 5 of which are comparable to C-NBCU programming, C-NBCU Programmers would have to provide 5 shows).

- (viii) Films in the following categories are not comparable to each other: (x) Films less than five years from initial theatrical distribution, and (y) Films over five years from initial theatrical distribution.

“Economic Model” means the primary method by which the Video Programming is monetized (e.g., ad-supported, subscription without ads, subscription with ads, electronic sell through (“EST”) or PPV/TVOD) reflected in the terms of the agreement(s) for the Comparable Programming.

“Experimental Deal” means an agreement between an OVD and another Person for a term of six months or less.<sup>4</sup>

“Film” means a feature-length motion picture that has been theatrically released.

“Film Studio” means Warner Bros. Entertainment, Fox Filmed Entertainment, Paramount Motion Pictures, Sony Pictures Entertainment, Walt Disney Motion Pictures Group, and their managed or controlled subsidiaries, successors and assigns, and any other Person that is one of the top five distributors (other than a C-NBCU Programmer) of Films by U.S. box office gross revenue in the latest declared financial year.

“MVPD” means a multichannel video programming distributor as that term is defined in 47 C.F.R. § 76.1200(b).

“MVPD Price Condition” means that an OVD is willing to pay the economic equivalent of the price, terms and conditions on which C-NBCU Programmers provide Video Programming to MVPDs.

“NBCU” means NBC Universal, Inc. and its Affiliates.

“Online Video Programming” means Video Programming that any C-NBCU Programmer has the right to enable others (including but not limited to other MVPDs and OVDs, but not including solely Comcast or C-NBCU) to display by means of the (i) Internet or (ii) other IP-based transmission path provided by a Person other than the OVD.

“Order Date” or “date of this Order” means the date on which the Commission releases its Order in MB Docket No. 10-56 resolving the Application, as defined therein.

“OVD” means any entity that provides Video Programming by means of the (i) the Internet or other IP-based transmission path provided by a Person other than the OVD. An OVD does not include an MVPD inside its MVPD footprint or an MVPD to the extent it is offering Online Video Programming as a component of an MVPD subscription to customers whose homes are inside its MVPD footprint.

“Person” means any natural person, corporation, company, partnership, joint venture, firm, association, proprietorship, agency, board, authority, commission, officer, or other business or legal entity, whether private or governmental.

“Production Studio” means Warner Bros. Television, 20<sup>th</sup> Century Fox Television, Paramount/CBS Television Studios, Sony Pictures Television, Disney-ABC Studios, and their managed or controlled subsidiaries, successors and assigns, and any other Person that is one of the top five producers (other than a C-NBCU Programmer) of Video Programming for distribution through Broadcast Networks or Cable Programmers by U.S. production revenue in the latest declared financial year.

<sup>4</sup> The fact that an agreement includes termination provisions, including termination for convenience, shall not be deemed to reduce the term of the agreement for purposes of this definition. Agreements shall also be deemed to have a term of more than six months if they have no termination, renew automatically unless cancelled for an aggregate term of more than six months, are renewed so they last more than six months in the aggregate, or are successive agreements containing substantially similar conditions and cover substantially similar programming.

“Qualified OVD” means any OVD that meets either or both of (i) the MVPD Price Condition and (ii) the Benchmark Condition.

“Regional Sports Network” and “RSN” mean any non-broadcast video programming service that (i) provides live or same-day distribution within a limited geographic region of sporting events of a sports team that is a member of Major League Baseball, the National Basketball Association, the National Football League, the National Hockey League, NASCAR, NCAA Division I Football, NCAA Division I Basketball and (ii) in any year, carries a minimum of either 100 hours of programming that meets the criteria set forth in (i) above, or 10% of the regular season games of at least one sports team that meets the criteria set forth in (i) above.

“Similarly Situated MVPD” means an MVPD that is comparable to the OVD seeking a license for Online Video Programming.

“Specialized Service” means any service provided over the same last-mile facilities used to deliver Broadband Internet Access Service other than (i) Broadband Internet Access Services, (ii) services regulated either as telecommunications services under Title II of the Communications Act or as MVPD services under Title VI of the Communications Act, or (iii) Comcast’s existing VoIP telephony service.

“Video Programming” means programming provided by, or generally considered comparable to programming provided by, a television broadcast station or cable network, regardless of the medium or method used for distribution, and includes but is not limited to: programming prescheduled by the programming provider (also known as scheduled programming or a linear feed); programming offered to viewers on an on-demand, point-to-point basis (also known as video on demand (“VOD”), pay per view (“PPV”) or transactional video on demand (“TVOD”)); short programming segments (also known as clips); programming that includes multiple video sources (also known as feeds, including camera angles); programming that includes video in different qualities or formats (including high-definition and 3D); and Films for which a year or more has elapsed since their theatrical release.

“Video Programming Vendor” has the meaning given that term under 47 C.F.R. § 76.1300(e).

## **II. CONDITION CONCERNING ACCESS TO C-NBCU PROGRAMMING**

If negotiations fail to produce a mutually acceptable set of price, terms and conditions for a Carriage Agreement with one or more C-NBCU Programmers, an MVPD or Bargaining Agent may choose to submit a dispute to commercial arbitration in accordance with the procedures in Section VII below.

## **III. CONDITIONS CONCERNING CARRIAGE OF UNAFFILIATED VIDEO PROGRAMMING**

1. Comcast shall not discriminate in Video Programming distribution on the basis of affiliation or non-affiliation of a Video Programming Vendor in the selection, price, terms or conditions of carriage (including but not limited to on the basis of channel or search result placement).
2. If Comcast now or in the future carries news and/or business news channels in a neighborhood, defined as placing a significant number or percentage of news and/or business news channels substantially adjacent to one another in a system’s channel lineup, Comcast must carry all independent news and business news channels in that neighborhood.
3. Comcast shall add ten new independently owned-and-operated channels to its digital (D1) tier on customary terms and conditions as follows: (i) one channel within 18 months of the Order Date; (ii) two additional channels within two years of the Order Date; (iii) one additional channel within three years of the Order Date; (iv) two additional channels within six years of the Order Date; and (v) four additional channels within eight years of the Order Date. For purposes of this Condition, independent

entities deemed to be eligible for such channels are those networks that are not carried by Comcast and not an Affiliate of Comcast or a top 15 programming network, as measured by annual revenues.

4. For purposes of enforcing the Conditions of this Section III, any Video Programming Vendor may submit a dispute to the Commission in accordance with the Commission's program carriage complaint procedures, 47 C.F.R. § 76.1302.

#### IV. ONLINE CONDITIONS

##### A. ONLINE PROGRAM ACCESS

1. **MVPDs:** For any Online Video Programming that any C-NBCU Programmer licenses to any Affiliated or non-Affiliated MVPD for online display, the C-NBCU Programmer shall provide that Online Video Programming at fair market value and on non-discriminatory prices, terms and conditions to any other MVPD for online display.

2. **Qualified OVDs:**

a. **MVPD Price Condition:**

- (i) For any Qualified OVD that satisfies the MVPD Price Condition, C-NBCU Programmers shall provide Online Video Programming sought by the OVD to the extent that the Video Programming sought is materially the same as Video Programming that C-NBCU Programmers offer to any Similarly Situated MVPD.
- (ii) The price, terms and conditions shall be the economic equivalent of the price, terms and conditions that a Similarly Situated MVPD would pay for the Online Video Programming. If any obligation is imposed on the Similarly Situated MVPD to make the programming available through a linear channel, the economic equivalent shall include a materially similar obligation.<sup>5</sup> The economic equivalent should take account of (among other things) (w) any difference in advertising revenues caused by OVD distribution compared with MVPD distribution, (x) the impact on fair market value if Comcast or C-NBCU does not have the rights to enable the OVD to provide all programming as a linear stream over the Internet or other IP-based transmission path, (y) any generally applicable, market-based requirements regarding minimum subscriber and penetration requirements, and (z) any other evidence relevant to whether a C-NBCU Programmer will receive substantially equal Video Programming revenues in connection with the provisioning of Video Programming to the OVD as it would earn from the provisioning of the same Video Programming to an MVPD.
- (iii) The failure of a Qualified OVD to identify a specific Similarly Situated MVPD does not relieve Comcast or C-NBCU of the requirement to provide Online Video Programming to the Qualified OVD at fair market

<sup>5</sup> The economic equivalent shall not, however, include any provisions from an MVPD agreement that would frustrate the objectives of these Conditions, including but not limited to a requirement that the Video Programming be distributed over an MVPD system.

value based on agreements of MVPDs that are most similarly situated to the Qualified OVD.

b. Benchmark Condition:

- (i) For any Qualified OVD that meets the Benchmark Condition,<sup>6</sup> C-NBCU Programmers shall provide Online Video Programming sought by the OVD that constitutes Comparable Programming.<sup>7</sup>
- (ii) The price, terms and conditions shall be the economic equivalent of the price, terms and conditions the OVD paid for the Comparable Programming. The economic equivalent should take account of (among other things) any difference in the value of the programming being sought relative to the Comparable Programming. In addition, economic equivalent terms and conditions shall consist of the same basic Economic Model(s) for the Comparable Programming.
- (iii) C-NBCU Programmers shall not at any one time be required to be a party to more agreements triggered by Experimental Deals than the greatest number of agreements then effective between a Broadcast Network, Cable Programmer, Production Studio or Film Studio (including multiple Persons if they are Affiliated) and all OVDs.

3. If negotiations fail to produce a mutually acceptable set of price, terms and conditions for Online Video Programming under Sections IV.A.1 or IV.A.2 above, an MVPD or Qualified OVD, as applicable, may choose to submit a dispute to commercial arbitration in accordance with the procedures set forth in Section VII below. A Claimant may bring a single arbitration for related claims under Section IV.A.1 and IV.A.2 and/or demands under different agreements subject to the Benchmark Condition.

4. A C-NBCU Programmer may require, as a condition of any agreement or award under these provisions (other than pursuant to the Benchmark Condition), that the OVD may display the Online Video Programming only when (i) it would constitute no more than 45% of the Qualified OVD's Video Programming (measured by hours available to subscribers), and (ii) at least one Broadcast Network, Cable Programmer, Production Studio or Film Studio has agreed to provide Video Programming to the OVD (including at least one Broadcast Network providing broadcast programming if the C-NBCU Programmer has agreed to license broadcast programming); provided that the OVD shall have at least two years after the agreement or award to meet this condition (which time limit shall be stayed pending any arbitration and/or appeal), at which point it shall be entitled to display the Online Video Programming.

5. For claims to programming made under Section IV, if a reasonable dispute exists or arises regarding whether a C-NBCU Programmer has the right to grant an OVD the right to the Video Programming at issue, the C-NBCU Programmer may require the Qualified OVD to indemnify it and hold it harmless against any breach of contract, tort, copyright violation or other claim arising out of any lack of right of the C-NBCU Programmer to grant the OVD the right to Video Programming.

<sup>6</sup> As long as the Benchmark Condition is met at the time a request for programming is made under this Order, it shall continue to be satisfied regardless of any breach or termination of the triggering agreement.

<sup>7</sup> A Qualified OVD that has obtained programming under the Benchmark Condition shall become eligible for additional Comparable Programming only to the extent it enters into more than one agreement (i) with different programmers for programming subject to different Economic Models or in different categories of programming (e.g., broadcast, cable or Film) or (ii) with the same programmer for additional programming.

**B. RESTRICTIONS REGARDING EXCLUSIVITY/WINDOWING**

1. No C-NBCU Programmer shall enter into any agreement or arrangement, or enforce any agreement or arrangement entered into after December 3, 2009, which forbids, limits, or creates economic incentives to limit the distribution of such Video Programming through OVDs; provided that nothing in this Section IV.B.1 prohibits a C-NBCU Programmer from entering into or enforcing agreements or arrangements consistent with reasonable, common industry practice. Evidence relevant to what constitutes reasonable, common industry practice may include (among other things) the contracting practices of a C-NBCU Programmer prior to December 3, 2009 and/or the contracting practices of peer companies.

2. A C-NBCU Programmer may also enter into agreements or arrangements forbidding, limiting or creating economic incentives to limit distribution of Video Programming through OVDs upon Commission approval after following the procedures provided under 47 C.F.R. § 76.1002(c)(5) and demonstrating that the agreement or arrangement serves the public interest under 47 C.F.R. § 76.1002(c)(4), provided that for purposes of such demonstration (i) the term “multichannel video programming distribution market” in 47 C.F.R. § 76.1002(c)(4)(iv) shall include OVDs; and (ii) the term “satellite cable programming” in 47 C.F.R. § 76.1002(c)(4)(iii) shall be replaced with the term Video Programming.<sup>8</sup>

3. No C-NBCU Programmer shall enter into or enforce any agreement or arrangement for carriage on Comcast’s MVPD system that forbids, limits or create incentives to limit a broadcast network or cable programmer’s provision of its Video Programming to one or more OVDs; provided that nothing in this Section IV.B.3 would prohibit a C-NBCU Programmer from:

- a. entering into and enforcing an agreement or arrangement under which a C-NBCU Programmer discourages or prohibits a broadcast network or cable programmer from making Video Programming, for which a C-NBCU programmer has agreed to pay, available to consumers for free over the Internet within the first 30 days after a C-NBCU Programmer first distributes the Video Programming to consumers;
- b. entering into and enforcing an agreement or arrangement under which the broadcast network or cable programmer provides Video Programming exclusively to a C-NBCU Programmer, and to no other MVPD or OVD, for a period of time of not greater than 14 days; or
- c. entering into and enforcing an agreement or arrangement which requires that a C-NBCU Programmer is treated in material parity with other similarly situated MVPDs with respect to price and non-price terms, except to the extent application of other MVPDs’ non-price terms would frustrate the purpose of this Order.

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<sup>8</sup> If an arbitration triggered by the Benchmark Condition involves an agreement that would require approval under this Section IV.B.2, and the C-NBCU Programmer has applied for but not received Commission approval (including approval of the Media Bureau on delegated authority) under this Section within 30 days after the demand for arbitration, then the arbitration shall proceed on the basis that the agreement to be arbitrated will not contain provisions that would require approval under this Section.



### C. CONTINUED ACCESS TO ONLINE CONTENT AND HULU

1. Comcast and C-NBCU shall continue to provide over nbc.com or an equivalent site, on equivalent terms and conditions (including the lack of any payment requirement), Video Programming of equivalent type, quantity and quality as that provided over nbc.com on the date of this Order so long as at least one Broadcast Network maintains an ad-supported web site displaying at least an equivalent of the nbc.com Video Programming.

2. Except as otherwise provided by Section IV.B, C-NBCU Programmers shall honor any agreement or arrangement entered into before the date of this Order under which they provide rights to Online Video Programming and shall not exercise any right of termination under any such agreement or arrangement other than for material breach by the other party or expiration of the current term of the agreement or arrangement.

3. Provided that the other two content provider partners have renewed their agreements with Hulu on terms that are substantially the same for both partners, C-NBCU shall contemporaneously renew its agreements with Hulu on substantially the same terms and conditions (or enter into agreements on substantially the same terms and conditions as those entered into by the other two content partners), notwithstanding Section IV.B for any agreement materially equivalent to the current agreement between C-NBCU and Hulu. Provided that the other two content provider partners continue to provide Hulu with programming of a type, quantity and quality consistent with their practice during the year period prior to the date of this Order, C-NBCU shall provide its programming on an equivalent basis.

4. Neither Comcast nor C-NBCU shall exercise any right to influence the conduct or operation of Hulu, including those arising from agreements, arrangements or operation of its equity interests (e.g., board seats, voting for directors or other shareholder matters, management and veto rights, etc.) and C-NBCU shall as and from the date of this Order hold its interest in Hulu solely as an economic interest. Within 30 days of the release of this Order, C-NBCU shall submit to the Commission documentation evidencing that its interest in Hulu is purely economic. This provision shall not restrict the rights of a non-Affiliated Person that purchases some or all of C-NBCU's interest in Hulu.

### D. STANDALONE BROADBAND INTERNET ACCESS SERVICE

1. Comcast shall continue to provide standalone Broadband Internet Access Service to customers with offerings consisting of speed tiers currently offered in each service area at reasonable market-based prices. At a minimum, Comcast shall offer a service of at least 6 Mbps down at a price no greater than \$49.95 for three years (provided that the price can be increased by no more than any increase in the CPI-U for Communications after two years). If Comcast offers additional speeds in conjunction with other bundled service packages, Comcast shall also offer such speeds on a standalone basis at reasonable, market-based prices. In each case, the standalone offering shall be on equivalent terms and conditions (including but not limited to usage caps) to the most comparable Broadband Internet Access Service offered in a bundled offering.

2. Starting no later than 30 days after the date of this Order, Comcast shall visibly offer and actively market standalone retail Broadband Internet Access Service, including but not limited to (i) providing a linkable web page devoted exclusively to describing (e.g., price and speed) and permitting online purchase of all retail Broadband Internet Access Service standalone options; (ii) running at least one major advertising promotion of the standalone retail Broadband Internet Access Service offering annually; and (iii) ensuring that the standalone Broadband Internet Access Service offering appears with prominence equal to that of bundled offerings on any product list or in any window, menu or other similar place on any call center screen.

3. Within 30 days from the date of this Order, annually thereafter and upon any price adjustment of a standalone Broadband Internet Access Service offering, Comcast shall provide to the Commission a report describing (w) its compliance with the condition in Section IV.D.1, including the number of standalone Broadband Internet Access Service lines provisioned; (x) the standalone Broadband Internet Access Service speeds and pricing being offered to customers in its top 30 markets; (y) the Broadband Internet Access Service speeds and pricing being offered as part of each programming or programming and phone package in its top 30 markets as well as the package price; and (z) the prices and speeds at which competitors offer standalone Broadband Internet Access Service (to the extent known by Comcast) in its top 30 markets.

#### **E. BROADBAND INTERNET ACCESS SERVICE**

1. Comcast and C-NBCU shall not offer a Specialized Service that is substantially or entirely comprised of Comcast or C-NBCU affiliated content.

2. If Comcast or C-NBCU offers any Specialized Service that makes content from one or more third parties available to (or that otherwise enables the exchange of network traffic between one or more third parties and) Comcast or C-NBCU subscribers, Comcast or C-NBCU shall allow any other comparable third party to be included in a similar Specialized Service on a nondiscriminatory basis.

3. In all DOCSIS 3.0 markets, Comcast shall provide a level of Broadband Internet Access Service that is at least as fast as its current 12 Mbps down speed tier. The 12 Mbps speed tier is subject to modification based on market changes concerning speed availability from other market Broadband Internet Access Service providers. This Condition does not restrict Comcast's ability to impose byte caps or consumption-based billing, subject to the other Conditions in this Order.

#### **F. SET-TOP BOXES**

To the extent that a set top box (and/or CPE or software that is functionally equivalent) provided or made available by Comcast or C-NBCU has a capability that enables a customer to access a Specialized Service, the requirements of Sections IV.E.1 & 2 shall apply to that Specialized Service.

#### **G. UNFAIR PRACTICES**

1. Neither Comcast nor C-NBCU shall:
  - a. engage in unfair methods of competition or unfair or deceptive acts or practices, the purpose or effect of which is to hinder significantly or prevent any MVPD or OVD from providing Video Programming online to subscribers or consumers;
  - b. unduly or improperly influence the decision of any vendor in which it has an Attributable Interest to sell, or unduly or improperly influence such vendor's prices, terms and conditions for the sale of, Video Programming to any unaffiliated MVPD or OVD for online distribution to subscribers or consumers;
  - c. unduly or improperly influence the decision of any affiliated broadcast station to grant retransmission consent, or unduly or improperly influence such affiliated broadcast station's prices, terms and conditions for the retransmission of, Video Programming to any unaffiliated MPVD or OVD for online distribution to subscribers or consumers; or
  - d. retaliate against any Person for (i) exercising (or attempting to exercise) any rights under this Order (regardless of whether those rights pertain to online



issues), (ii) participating in the proceeding resulting in this Order, or (iii) licensing Video Programming to any Person or entity.

2. For the avoidance of doubt, the conditions in Section IV.G do not by themselves create a right for any Person to access a C-NBCU Programmer's Video Programming.

## V. NOTICE OF CONDITIONS

No later than 20 Business Days prior to the expiration of Carriage Agreement with an MVPD or a Video Programming Vendor or an agreement for online display of Video Programming with an OVD, Comcast or C-NBCU, as applicable, must provide the MVPD, Video Programming Vendor, or OVD with a copy of the Conditions imposed in this Order. A C-NBCU Programmer must provide a copy of the Conditions imposed in this Order within 10 Business Days of receiving a first time request for carriage.

## VI. REPLACEMENT OF PRIOR CONDITIONS

These Conditions shall supersede the program access conditions and commercial arbitration remedy imposed on Comcast in Applications for Consent to the Assignment and/or Transfer of Control of Licenses, *Adelphia Communications Corporation, Assignors to Time Warner Cable, Inc., Assignees, et al.*, Memorandum Opinion and Order, 21 FCC Rcd 8203, 8336-39, Appendix B (2006) ("*Adelphia Order*"); provided that nothing in this Order supersedes or otherwise affects arbitrations involving Comcast pursuant to the conditions adopted in the *Adelphia Order* in which a formal demand or notice for arbitration has been provided up to and including the date of release of this Order.

## VII. COMMERCIAL ARBITRATION REMEDY<sup>9</sup>

### A. INITIATION OF ARBITRATION

1. No more than five Business Days following the expiration of a Carriage Agreement or an agreement for online display of Video Programming, or no more than 90 days after a first time request for carriage or online display of Video Programming, a Claimant may notify the C-NBCU Programmer or Programmers that provide the Video Programming at issue that it intends to request arbitration to determine the terms and conditions of a new agreement. The notification must describe with specificity the Video Programming covered by the Claimant's request for arbitration.

2. An MVPD Claimant may demand a standalone offer for (i) broadcast programming, (ii) RSN programming, (iii) the bundle of all cable programming, and/or (iv) any bundle of Video Programming (including any standalone bundle of Films) that a C-NBCU Programmer has made available to a similar MVPD.

3. A Claimant may not bring an arbitration over Video Programming that is substantially equivalent to Video Programming included in a currently effective Carriage Agreement.

4. Promptly upon issuing such a request, the Claimant shall notify the Commission and provide a confidential summary of the dispute. Such notice and confidential summary shall also be served on each C-NBCU Programmer involved in the dispute.

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<sup>9</sup> These provisions shall apply generally to all arbitrations under Section II and Section IV.A unless otherwise stated. A dispute resolution process validly commenced under procedures established by another governmental entity may be transferred to an arbitrator under these Conditions, and shall be deemed validly commenced for purposes of these Conditions.

5. Upon receiving timely notice of the Claimant's intent to arbitrate, each C-NBCU Programmer must immediately allow and each Claimant must immediately continue carriage, under the terms and conditions of the expired agreement, if any, as long as the Claimant continues to meet the obligations set forth in this condition. In addition, no C-NBCU Programmer shall terminate or interfere with the Claimant's customers' online access to otherwise available programming in connection with a program carriage dispute, regardless of whether the programming is carried pursuant to an agreement. Carriage of the disputed programming during the period of arbitration is not required in the case of first time requests for carriage or online display; provided that the Claimant shall have the option of carrying the disputed programming on the terms of the C-NBCU Programmer's final offer, subject to a true up pursuant to Section VII.B.12 and the requirements of Section IV.A.4.

6. "Cooling Off Period." Following the Claimant's notice of intent to submit the dispute to arbitration, but prior to filing a demand for arbitration with AAA, the Claimant and each C-NBCU Programmer shall enter a "cooling-off" period during which negotiations shall continue.

7. Formal Filing with the AAA. The Claimant's formal demand for arbitration, which shall include the Claimant's "final offer," shall be filed with the AAA no earlier than the 10th Business Day after the filing of the Complainant's intent to arbitrate and no later than the end of the 15th Business Day following such filing. If the Claimant makes a timely demand, each C-NBCU Programmer must participate in the arbitration proceeding.

8. Promptly upon demanding arbitration, the Claimant shall notify the Commission and provide a confidential copy of its demand.

9. The AAA shall notify each C-NBCU Programmer and the Claimant upon receiving the Claimant's formal filing.

10. The C-NBCU Programmer or Programmers shall file a single final offer with the AAA within two Business Days of being notified by the AAA that a formal demand for arbitration has been filed by the Claimant. The C-NBCU Programmer or Programmers shall provide a confidential copy of the final offer to the Commission.

11. The Claimant's final offer may not be disclosed to the C-NBCU Programmer or Programmers until the AAA has received the final offer from the C-NBCU Programmer or Programmers. This shall include any final offer made prior to mediation, if the final offer was subsequently revised pursuant to Section VII.A.15.

12. Promptly upon receiving the C-NBCU Programmer or Programmers' final offer, the AAA shall notify all parties to the arbitration that both final offers have been received. At this time, the Claimant and the C-NBCU Programmer or Programmers shall each provide a copy of their final offer to the other party (either directly or through the AAA).

13. The final offers shall be in the form of a contract for carriage of the Video Programming identified in the Claimant's notice of intent to arbitrate for a period of three years. A final offer may not include any provision to carry any other Video Programming.

14. At any time following the exchange of final offers and prior to the conclusion of the arbitration, either party may accept the other party's final offer, at which point the offer shall become a binding contract between the parties.

15. Following the exchange of the final offers and prior to the initiation of an arbitration hearing the parties may, but are not required to, enter mediation to resolve the dispute or narrow the issues in contention. If both parties agree, they may submit revised final offers following such mediation.

**B. RULES OF ARBITRATION**

1. The arbitration shall be decided by a single arbitrator under the expedited procedures of the AAA Rules, excluding the rules relating to large, complex cases, but including the modifications to the AAA Rules set forth in Section VIII, below.
2. The arbitrator shall issue a decision within 90 days from the date that the arbitrator is appointed. The arbitrator shall consider at the earliest practicable opportunity, however, any motion that is dispositive of the arbitration in whole or that is dispositive of a significant issue in the arbitration and will speed resolution of the arbitration as a whole.
3. The parties may agree to modify any of the time limits set forth above and any of the procedural rules of the arbitration; absent agreement, however, the rules specified herein apply. The parties may not modify the requirement that they engage in final-offer arbitration.
4. In the case of an arbitration under Section II of the Conditions, the arbitrator is directed to choose the final offer of the party which most closely approximates the fair market value of the programming carriage rights at issue.
5. To determine fair market value, the arbitrator may consider any relevant evidence and may require the parties to submit such evidence to the extent it is in their possession or control. The arbitrator may not compel production of evidence by third parties.
6. In the case of an arbitration under Section II of these Conditions, there shall be a presumption that the following types of agreements, unredacted and including all exhibits and related agreements, are relevant evidence of fair market value:
  - a. for arbitration related to retransmission consent, current or previous contracts between MVPDs and broadcast stations;
  - b. for arbitration related to RSNs, current or previous contracts between MVPDs and RSNs;
  - c. for arbitration related to national cable networks, current or previous contracts between MVPDs and national networks; and
  - d. for arbitration related to non-sports, non-broadcast regional cable networks, current or previous contracts between MVPDs and non-sports, non-broadcast regional cable networks.

The fact that an agreement relates to more than one type of programming shall not be a basis for limiting its production or allowing redaction of its contents. There shall also be a presumption that for each agreement used as evidence of fair market value, the number of subscribers of the MVPD that is party to an agreement, the ratings for the networks covered by the contract, and similar information relating to the value of the contract terms shall be relevant evidence of fair market value. Any party seeking additional evidence from the other party must demonstrate that the likely probative value of such evidence clearly outweighs the burden of searching for and producing it.

7. Each party shall also provide to the other all evidence that it intends to rely on in the arbitration, including any evidence relied on by any expert in the production of an expert report or preparation of testimony.
8. If a C-NBCU Programmer contends that evidence of its costs and related financial information are relevant to the determination of fair market value for the programming at issue, it shall announce that contention in writing not later than ten Business Days after submitting its final offer. The arbitrator shall determine whether such evidence is likely to be unique to the C-NBCU Programmer and

of probative value to his or her determination. If so, discovery of cost and financial information should be commensurate with the limited nature of the evidence and limited solely to the C-NBCU Programmer at issue (unless a showing can be made that costs are spread across affiliates).

9. The arbitrator may not consider offers prior to the arbitration made by the Claimant and the C-NBCU Programmer or Programmers for the programming at issue in determining the fair market value. This shall include any final offer made prior to mediation, if the final offer was subsequently revised pursuant to Section VII.A.15.

10. If the arbitrator finds that one party's conduct, during the course of the arbitration, has been unreasonable, the arbitrator may assess all or a portion of the other party's costs and expenses (including reasonable attorney fees) against the offending party.

11. Following the decision of the arbitrator, the parties shall be bound by the final offer chosen by the arbitrator, regardless of the pendency of any appeal unless the appeal nullifies or modifies the award.

12. To the extent practicable, the terms of the final offer chosen by the arbitrator, including payment terms, if any, shall also become retroactive to the expiration date of the previous Carriage Agreement or agreement for online display, if any.

- a. If carriage of the relevant programming has continued uninterrupted during the arbitration process, and if the arbitrator's award requires a smaller amount to be paid than was required under the terms of the expired contract, each C-NBCU Programmer shall credit the Claimant with an amount representing the difference between the amount actually paid under the terms of the expired contract since its expiration and the amount that is required to be paid under the arbitrator's award.
- b. If carriage of the relevant programming has continued uninterrupted during the arbitration process, and if the arbitrator's award requires a higher amount to be paid than was required under the terms of the expired contract, the Claimant shall make an additional payment to each C-NBCU Programmer in an amount representing the difference between the amount that is required to be paid under the arbitrator's award and the amount actually paid under the terms of the expired contract since its expiration.

13. Judgment upon an award entered by the arbitrator may be entered by any court having competent jurisdiction over the matter, unless one party indicates that it wishes to seek review of the final award with the Commission and does so in a timely manner.

14. Upon the conclusion of an arbitration demanded under these procedures, whether by settlement or award, the Claimant shall notify the Commission of the conclusion of the proceedings and, if applicable, provide the Commission with (i) a confidential, unredacted copy of the arbitrator's award and (ii) a copy of the redacted version of the arbitrator's award, as produced by the arbitrator pursuant to Section VIII.7, which the Commission will make available to any party who so requests.

### **C. PROVISIONS APPLICABLE TO ARBITRATIONS UNDER SECTION IV (ONLINE)**

1. In the case of an arbitration under Section IV of these Conditions, the arbitration shall take place in two phases if there is a reasonable dispute regarding one or more of the following: (i) whether an OVD is a Qualified OVD; (ii) what Comparable Programming a Qualified OVD is entitled to (for claims under the Benchmark Condition only); and (iii) whether any of the defenses in Section VII.C.3 below would defeat a claim (provided that, with respect to Section VII.C.3, the first phase shall concern defenses based on 47 C.F.R. § 76.1002(b)(1) only). In phase 1, the arbitrator shall determine, as

applicable, the disputes raised in sub-paragraphs (i) through (iii). In phase 2, the arbitrator shall choose the final offer of the party which most closely approximates the fair market value of the programming carriage rights at issue, as defined in Section IV.A.2, above.

2. In the case of an arbitration under the Benchmark Condition, if there is a dispute about what Comparable Programming a Qualified OVD is entitled to, the parties shall submit their final offers for the scope of Comparable Programming at the commencement of the arbitration, as provided under Section IV.A. The arbitrator shall decide which of the two offers for the scope of Comparable Programming most closely approximates the appropriate Comparable Programming. At the conclusion of phase 1, the parties shall submit their final offers for agreements based on the Comparable Programming chosen by the arbitrator.

3. In the case of an arbitration under Section IV of these Conditions, it shall be a defense for Comcast or C-NBCU to demonstrate by a preponderance of the evidence that any of the following reasonably justifies denying the Online Video Programming to a particular Qualified OVD: (i) any of the factors listed under 47 C.F.R § 76.1002(b) as of the date of this Order; or (ii) that providing the Online Video Programming to the particular Qualified OVD would constitute a breach of a contract to which Comcast or NBCU is a party (provided that any provision prohibited under Section IV.B shall not be a defense). For claims under the Benchmark Condition, there shall be a presumption against any defense based on the provisions of part (i) of this paragraph.

4. The arbitrator shall determine allowable discovery and permissible evidence.

#### **D. PROVISIONS APPLICABLE TO SMALL MVPDS**

1. An MVPD with 1.5 million or fewer subscribers may appoint an independent bargaining agent to bargain collectively on its behalf ("Bargaining Agent") in negotiating with a C-NBCU Programmer for carriage of Video Programming, and the C-NBCU Programmer shall not refuse to negotiate with such an entity. An MVPD that uses a Bargaining Agent may, notwithstanding any contractual term to the contrary, disclose to such Bargaining Agent the date upon which its then current carriage contract at issue expires.

2. If a Bargaining Agent chooses to submit a dispute to commercial arbitration, it shall state in its notification of intent to arbitrate the MVPDs that it represents for purposes of the arbitration. If the MVPDs that have appointed the Bargaining Agent have contracts with different expiration dates for the Video Programming at issue, or if some MVPDs have expiring contracts and others are making a first time request for carriage, the Bargaining Agent must notify the C-NBCU Programmer or Programmers that provide the Video Programming that it intends to request arbitration no later than five business days after the expiration of the first contract. If all the MVPDs that have appointed the Bargaining Agent are making a first time request for carriage, the Bargaining Agent may submit its notice of intent to arbitrate at any time following 90 days after the Bargaining Agent's first time request for carriage on behalf of any of the MVPDs.

3. Each C-NBCU Programmer must allow continued carriage under the terms and conditions of any expired agreement for any MVPD that appointed the Bargaining Agent and has an expired agreement or an agreement that expires during the course of arbitration. Carriage of the disputed programming during the period of arbitration is not required in the case of any MVPD making a first time request for carriage; provided that the Claimant shall have the option of carrying the disputed programming on the terms of the C-NBCU Programmer's final offer, subject to a true up pursuant to Section VII.B.12 and the requirements of Section IV.A.4.

4. The final offers of the parties shall be in the form of a contract for carriage of the Video Programming (including but not limited to terms concerning both price and carriage) identified in the



Bargaining Agent's notice of intent to arbitrate, for a period of three years, by all MVPDs that have appointed the Bargaining Agent.

5. Following the decision of the arbitrator, all MVPDs that have appointed the Bargaining Agent shall be bound by the final offer chosen by the arbitrator. For each MVPD that has an expired carriage agreement at the time of the award, the terms of the final offer shall become retroactive to the expiration date of that agreement, to the extent practicable. For each MVPD that has a contract that has yet to expire at the time of the award, the final offer shall become effective upon expiration of the existing contract if and to the extent that the term of the arbitrated contract remains in effect (*e.g.*, if the MVPD's contract expired one year after the arbitration award, the effective term of the arbitrated contract would be two years).

6. To determine fair market value, the arbitrator may require the Bargaining Agent as well as all MVPDs that have appointed the Bargaining Agent to submit relevant evidence to the extent it is in their possession. The Bargaining Agent may only be required, however, to produce information in its possession that involves at least one of the MVPDs it has been appointed to represent.

7. If an MVPD with 600,000 or fewer subscribers ("Small MVPD") (including a Bargaining Agent to the extent it is representing Small MVPDs) is the prevailing party in an arbitration, it shall be entitled to recover its legal fees and costs of arbitration. If such an MVPD is not the prevailing party, it shall not be required to reimburse Comcast's or C-NBCU's corresponding fees and costs.

#### **E. REVIEW OF FINAL AWARD BY THE COMMISSION**

1. A party aggrieved by the arbitrator's final award may file with the Commission a petition seeking *de novo* review of the award. The petition must be filed within 30 days of the date the award is published. The petition, together with both the redacted and unredacted versions of the arbitrator's award, as produced by the arbitrator pursuant to Section VIII.7, the record before the arbitrator, and transcripts of any arbitration hearings shall be filed with the Secretary's office and shall be concurrently served on the Chief, Media Bureau. An opposition to the petition may be filed within 15 days of the filing of the petition, and a reply to the opposition may be filed within 10 days of the filing of the opposition. The Media Bureau shall issue its findings and conclusions not more than 60 days after receipt of the petition, which period may be extended by the Media Bureau by one period of an additional 60 days. A party may file with the Commission an Application for Review of the Media Bureau's decision.<sup>10</sup> The Claimant shall carry the relevant programming pending the FCC decision, subject to the terms and conditions of the arbitrator's award.

2. In reviewing the award, the Media Bureau or Commission, as appropriate, will examine the same evidence that was presented to the Arbitrator and will choose the final offer of the party that most closely approximates the fair market value of the programming carriage rights at issue.

3. The Media Bureau or Commission, as appropriate, may award the winning party costs and expenses (including reasonable attorney fees) to be paid by the losing party, if the Media Bureau or Commission, as appropriate, considers the appeal or conduct by the losing party to have been unreasonable. Such an award of costs and expenses may cover both the appeal and the costs and expenses (including reasonable attorney fees) of the arbitration.

<sup>10</sup> To the extent a party files a Petition for Reconsideration of the Bureau's decision, if the Media Bureau does not act on the Petition for Reconsideration within 60 days, the Petition for Reconsideration will be deemed denied.

## VIII. MODIFICATIONS TO AAA RULES FOR ARBITRATION

1. For purposes of these Conditions, the AAA Rules are modified in several respects as they apply to the arbitration remedy set forth above.

2. *Initiation of Arbitration.* Arbitration shall be initiated as provided in Rule R-4 except that, under Rule R-4(a)(ii), the party initiating arbitration shall not be required to submit copies of the arbitration provisions of the contract, but shall instead refer to this Order in the demand for arbitration. Such reference shall be sufficient for the AAA to take jurisdiction.

3. *Appointment of the Arbitrator.* Appointment of an arbitrator shall be in accordance with Rule E-4 of the Rules. Arbitrators included on the list referred to in Rule E-4 (a) of the Rules shall be selected from a panel jointly developed by the AAA and the Commission and shall be based on the following criteria:

- a. The arbitrator shall be a lawyer admitted to the bar of a state of the United States or the District of Columbia;
- b. The arbitrator shall have been practicing law for at least seven years;
- c. The arbitrator shall have prior experience in mediating or arbitrating disputes concerning media programming contracts; and
- d. The arbitrator shall have negotiated or have knowledge of the terms of retransmission contracts.

4. *Exchange of Information.* At the request of any party, or at the discretion of the arbitrator, the arbitrator may direct the production of current and previous contracts between either of the parties and MVPDs or OVDs, broadcast stations and programming networks that is considered relevant in determining the value of the programming to the parties. Parties may request that access to information of a commercially sensitive nature be restricted to the arbitrator and outside counsel and experts of the opposing party pursuant to a Protective Order, the model for which is attached as Appendix E. If a programming contract contains terms that purport to restrict a party from disclosing the entire contract in an unredacted form absent an order from the Commission or a court, an order by the arbitrator directing the parties to produce the contract shall have the same effect as if it were an order adopted and released by the Commission requiring production of the contract.

5. *Administrative Fees and Expenses.* If the arbitrator finds that one party's conduct, during the course of the arbitration, has been unreasonable, the arbitrator may assess all or a portion of the other parties costs and expenses (including reasonable attorneys' fees) against the offending party.

6. *Locale.* In the absence of agreement between the parties, the arbitration shall be held in the city that contains the headquarters of the Claimant.

7. *Form of Award.* The arbitrator shall render a written award containing the arbitrator's findings of fact and reasons supporting the award. If the award contains confidential information, the arbitrator shall compile two versions of the award; one containing the confidential information and one with such information redacted. The version of the award containing the confidential information shall only be disclosed to the Commission or persons bound by the Protective Order issued in connection with the arbitration. The parties shall include such confidential version in the record of any review of the arbitrator's decision by the Commission.

**IX. BROADCAST CONDITIONS**

1. C-NBCU shall comply with the terms of Sections 2, 3 and 7 of the June 3, 2010 Agreement between Comcast Corporation, NBC Universal, Inc. and the NBC Television Affiliates (the "NBC Affiliates Agreement"), and with all of the terms of the June 21, 2010 Agreement between Comcast Corporation and the ABC Television Affiliates Association, the CBS Television Network Affiliates Association and the FBC Television Affiliates Association (the "ABC, CBS and Fox Affiliates Agreement"), both of which are provided in Appendix F of this Order, with the following clarification and revisions:

- a. Section 3 of the NBC Affiliates Agreement and Section 3 of the ABC, CBS and Fox Affiliates Agreement shall each expire on the date on which NBCU and Comcast are no longer commonly owned and/or controlled.
- b. The second sentence of Section 3 of the ABC, CBS and Fox Affiliates Agreement shall provide: "Comcast agrees that NBCU shall remain solely responsible for negotiating retransmission consent of NBCU Stations with non-Comcast MVPDs (*i.e.*, multi-channel video programming distributors), and Comcast and the Comcast Cable Systems shall remain solely responsible for negotiating retransmission consent with non-NBCU Stations."

**X. DIVERSITY CONDITIONS**

1. In order to expand the availability of over-the-air programming to the Spanish language speaking community utilizing a portion of the digital broadcast spectrum of Telemundo's owned-and-operated broadcast television stations ("O&Os") (as well as offering such programming to Telemundo affiliates), within 12 months of the Closing of the Transaction, C-NBCU shall launch a new multicast channel on its Telemundo O&Os utilizing library programming that has had limited exposure. Telemundo shall make this programming available to all Telemundo-affiliated broadcast stations on reasonable commercial terms.

2. C-NBCU shall use its On Demand and On Demand Online platforms to feature Telemundo programming.

3. C-NBCU shall continue expanding the availability of mun2 on the Comcast Cable, On Demand, and On Demand Online platforms. Specifically, C-NBCU shall:

- a. within 12 months of the Closing of the Transaction, increase the number of Telemundo and mun2 VOD programming choices available on its Comcast central VOD storage facilities from approximately 35 to 100 choices. By that time, the majority of Comcast's cable systems shall have the ability to connect to those facilities and provide access to this additional VOD content. In addition, Comcast shall make the programming available online to its subscribers to the extent that it has the legal rights to do so.
- b. within three years of the Closing of the Transaction, add another 200 VOD programming choices from Telemundo and mun2 on its Comcast central VOD storage facilities, for a total of 300 additional programming choices. In addition, Comcast shall make the programming available online to its subscribers to the extent that it has the legal rights to do so.

4. In 2011, working with an independent producer, C-NBCU shall produce a new weekly business news program, which it shall assist to make available through syndication.



5. For five years after the Order Date, C-NBCU shall file quarterly reports in a uniform format with the Commission containing the following information for the previous three months: the total number of hours of independent programming aired by each broadcast O&O and each owned or controlled programming network, the title of each program, the date(s) and time(s) the program was aired, the length of the program, a short description of the program, and for programs aired by the broadcast O&Os, whether the program aired on the O&O's primary channel or a multicast channel. In addition to filing these reports with the Commission, to enable the public to view the information, C-NBCU shall also post the reports on its website and that of each of its O&Os and programming networks. For purposes of this Condition, independent programming is defined as programming that is: (i) not carried by Comcast as of the date of adoption of this Order by the Commission; and (ii) produced by an entity unaffiliated with Comcast and/or NBCU.

## **XI. LOCALISM CONDITIONS**

1. C-NBCU shall preserve and enrich the output of local news, local public affairs, and other public interest programming on its O&O stations. Through the use of Comcast's On Demand and On Demand Online platforms, time slots on cable channels, and use of certain windows on the O&Os' schedules, it shall expand the availability of all types of local and public interest programming. In furtherance of these objectives, C-NBCU shall:

- a. during the five years after the Closing of the Transaction, not reduce the current level of news and information programming at all NBC and Telemundo O&Os.
- b. during the three years after the Closing of the Transaction, expand such newscasts as provided herein.
- c. during the three years after the Closing of the Transaction, expand local content on Telemundo O&O newscasts, increasing its investment in station newscasts that are produced locally.

2. C-NBCU shall, within 12 months of the Closing of the Transaction and for a period of five years after the launch of such service by its O&O stations:

- a. locally produce by the NBC O&Os, collectively, an additional 1,000 hours per year of original, local news and information programming to air on multiple platforms, including the primary or a multicast channel of each such O&O. If the additional news and information programming is carried on a multicast channel of an NBC O&O, that multicast channel shall achieve actual distribution to at least 50 percent of the television households within the station's DMA.
- b. locally produce by at least six Telemundo O&Os, collectively, an additional 1,000 hours per year of original, local news and information programming, all of which shall air on the primary channel of each such O&O.

3. For purposes of this Condition, news and information programming shall include local and regional content, including general interest news and public affairs programming, weather, traffic and other informational programming.

4. C-NBCU shall file with the Commission, commencing on the later of three months after the Closing (or from the launch of such service over the station) and ending upon the expiration of this Condition, on a quarterly basis for each O&O, the following information in a uniform format regarding the news and information programming aired on the station during the preceding three months: the title of the program, the date(s) and time(s) the program was aired, the length of the program, whether the program aired on the O&O's primary channel or a multicast channel, and a short description of the

program. Each year, the fourth quarter report must contain a certification attesting to whether or not the station aired the annual requirement for the stations. In addition to filing this information with the Commission, to enable the public to view the information, C-NBCU must also post the same information on each O&O's website.

5. Within 12 months of the Closing of the Transaction, at least half of the NBC O&Os shall have in place cooperative arrangements with locally focused non-profit news organizations that provide reporting on issues of particular concern to each such station's market and/or region ("Online News Partners").

- a. The selection of appropriate Online News Partners shall be made by C-NBCU, in its discretion, taking into account such factors as the continuing availability of a viable Online News Partner in each such NBC O&O market; adherence by the Online News Partner to standards of journalism compatible with those of C-NBCU, including accuracy, fairness and independence; and the overall level of professionalism exhibited by the Online News Partner.
- b. These cooperative arrangements shall be similar in approach and level of involvement and support to the arrangement, in place as of the date of adoption of this Order, between NBC O&O station KNSD(TV), San Diego, California, and the website Voice of San Diego, including, as appropriate: story development; sharing of news footage and other content resources; financial support; in-kind contributions; shared use of technical facilities and personnel; on-air opportunities; promotional assistance; and cross-linking/embedding of websites.
- c. This Condition shall not obligate C-NBCU or any of its NBC O&O stations to broadcast, publish on any C-NBCU-controlled website or otherwise exhibit or endorse any material produced by an Online News Partner, and the decision to broadcast, publish or exhibit any such material shall remain at the sole editorial discretion of C-NBCU and its NBC O&O stations.
- d. C-NBCU shall be obligated to maintain a minimum of five such arrangements to the extent that such local non-profit news organizations continue to exist in five NBC O&O markets, as described in the preceding paragraph. The minimum of five such cooperative arrangements described in this Condition shall remain in force for at least three years following the date on which C-NBCU has five such arrangements in place.
- e. In the event that C-NBCU terminates any such arrangement, consistent with its obligations under this Condition, it shall use its best efforts to identify and establish a cooperative arrangement with another Online News Partner so that it shall have ongoing relationships with Online News Partners in at least five of its O&O stations' markets.
- f. Commencing six months after the Closing of the Transaction and every six months thereafter, until the expiration of this Condition, C-NBCU shall file with the Commission a written report detailing the efforts that it has made pursuant to this Condition during the previous six months, including the following information: identification of the Online News Partner and NBC O&O, a description of their arrangement, including the support provided by C-NBCU, and information about the news and other programming produced by the arrangement, including the overall quantification by market of local content

segments or items generated, as well as their nature (including but not limited to videos, articles, blog posts and photos) and whether such segments or items were exhibited on the station's primary channel, multicast channel(s), website and/or other platforms. To enable the public to view the information, C-NBCU must post the relevant reports on each participating O&O's website.

6. Comcast currently provides approximately 15,000 VOD programming choices free or at no additional charge over the course of a month. C-NBCU shall continue to provide at least that number of VOD choices free or at no additional charge to consumers. In addition, within three years of the Closing of the Transaction, it shall make available over the course of a month an additional 5,000 VOD choices via its central VOD storage facilities for free or at no additional charge to consumers.

7. For the three years after the Closing of the Transaction, C-NBCU shall continue to make available at no additional charge broadcast content of the kind previously made available at a per-episode charge on Comcast's On Demand service and currently made available at no additional charge to the consumer.

## **XII. JOURNALISTIC INDEPENDENCE CONDITION**

C-NBCU shall continue NBCU's policy of journalistic independence with respect to the news programming organizations of all NBCU networks and stations, and shall extend these policies to the potential influence of each of C-NBCU's owners. To ensure such independence, C-NBCU shall continue in effect the position and authority of the NBC News ombudsman to address any issues that may arise.

## **XIII. CHILDREN'S PROGRAMMING CONDITIONS**

1. Comcast shall use its On Demand and On Demand Online platforms and a portion of the NBCU O&Os' digital broadcast spectrum to provide children's programming. C-NBCU intends to develop additional opportunities to feature children's content on all available platforms. In this regard, C-NBCU shall:

- a. within 12 months of the Closing of the Transaction, add an additional 500 VOD programming choices appealing to children and families to its central VOD storage facilities, and make the same programming available online to its authenticated subscribers to the extent it has the rights to do so.
- b. within three years of the Closing of the Transaction, add another 1,000 VOD choices of such programming to its central VOD storage facilities, and make the same programming available online to its authenticated subscribers to the extent it has the rights to do so.
- c. within nine months from the Closing of the Transaction, and for three years thereafter, provide one additional hour per week of children's educational and informational ("core") programming, as defined by and aired in the manner called for by 47 C.F.R. § 73.671, over the primary channels of all Telemundo O&Os, and over either the primary or the multicast channels of all NBC O&Os. If this additional children's programming is carried on a multicast channel of an NBC O&O, that multicast channel shall achieve actual distribution to at least 50 percent of the television households within the station's DMA. This hour per week shall be in addition to the current three hours aired weekly by each such station pursuant to the Commission's core license renewal application processing guidelines.

2. C-NBCU shall provide clear and understandable on-screen TV ratings information for all original entertainment programming across all of its networks (broadcast and cable), and apply the cable industry's best-practice standards for providing on-screen ratings information in terms of size, frequency, and duration. Specifically, C-NBCU shall:

- a. within 90 days after the Closing of the Transaction, triple the time that program ratings information remains on the screen (from five to 15 seconds) after each commercial break. Such information shall also be presented in a larger format, to make it more visible to viewers.
- b. provide improved parental controls for C-NBCU program guides and set-top box applications, including navigation and blocking upgrades to legacy set-top boxes, by the end of 2011.
- c. provide a parental dashboard, which shall place all parental controls in one place, and white listing capabilities on tru2way boxes, by the end of 2013.
- d. provide, for IP-based set-top boxes, (i) the same capabilities as the tru2way boxes and additional restrictions on interactive applications within 12 months of the launch of IP-based set-top boxes; and (ii) additional blocking capabilities, within 24 months of the launch of IP-based set-top boxes.
- e. within nine months of the Closing of the Transaction, include program ratings information in its produced or licensed programming that NBC networks provides to nbc.com, to other NBCU websites, and to Hulu.com.

3. In an effort to constantly improve the tools and information available for parents, C-NBCU shall expand its partnership with organizations offering enhanced information to help guide family viewing decisions including, but not limited to, Common Sense Media ("CSM"). Comcast shall work to creatively incorporate the information from such organizations in its emerging On Demand and On Demand Online platforms and other advanced platforms, and shall look for more opportunities to work with such organizations on all C-NBCU platforms.

4. For five years from the Closing of the Transaction, in its capacity as a programmer and insofar as it can control advertising accepted, C-NBCU shall not air interactive advertising in: (i) broadcast programming and (ii) the feeds delivered to MVPD linear channels, in programs originally produced and transmitted primarily for an audience of children 12 years old and younger. In its capacity as an MVPD and insofar as it exerts control pursuant to affiliation agreements, Comcast shall not insert interactive advertising into networks comprised of programming originally produced and transmitted primarily for an audience of children 12 years old or younger.

5. For purposes of this Condition, interactive advertising is any marketing for commercial purposes on broadcast or cable television that requires or requests consumer interaction. Interactive advertising includes, but is not limited to:

- a. interactive overlay pop-up advertising, which can consist of:
  - (i) requests for further information to be sent to a consumer;
  - (ii) telescoping, also known as long form advertising, where a consumer can click on a pop-up and view more expanded advertising information that would potentially lead to a commercial transaction, but shall not include enabling a consumer to telescope to particular programs; and
  - (iii) voting or polling requests that promote a product or service, and/or gain information about consumer commercial preferences;

- b. T-Commerce, which enables a consumer to purchase advertised products using a remote control; and
- c. branded interactive gaming, which promotes a product via interactive gaming.

6. C-NBCU shall provide public service announcements ("PSAs") with a value of \$15 million each year on digital literacy, parental controls, FDA nutritional guidelines and childhood obesity. The PSAs on digital literacy, parental controls and FDA nutritional guidelines shall run on networks or programming that have a higher concentration than the median cable network (viewers-per-viewing-household) of adults 25-54 with children under 18 in the household. For the PSAs on childhood obesity, C-NBCU shall air one PSA during each hour of NBC's "core" educational and informational programming, as defined by 47 C.F.R. § 73.671, on the broadcast stations' primary channels, and an average of two PSAs per day shall run on PBS KIDS Sprout. This Condition shall remain in place for five years.

#### XIV. PEG CONDITIONS

1. Comcast shall not migrate PEG channels to digital delivery on any Comcast cable system until the system has converted to all-digital distribution (*i.e.*, until all analog channels have been eliminated), or until the governmental entity that is responsible for the system's PEG operations pursuant to the law of the state in question otherwise expressly agrees, whichever comes first. In any event, Comcast shall provide advance written notice to the system's franchising authority and to its local community of its intent to migrate the PEG channels of the system in question.

2. Comcast shall carry all PEG channels on its digital starter tier (D0), or on an equivalent tier that reaches at least 85 percent of the subscribers of the Comcast system.

3. C-NBCU shall not implement a change in the method of delivery of PEG channels that results in a material degradation of signal quality or impairment of viewer reception of PEG channels, provided that this Condition shall not prohibit Comcast from implementing new technologies also utilized for commercial channels carried on its cable systems (including, but not limited to, digitization and switched digital video). Comcast shall continue to meet FCC signal quality standards when offering PEG channels on its cable systems and shall continue to comply with closed captioning pass-through requirements.

4. To enhance localism and strengthen public access, educational and governmental programming, Comcast shall develop a platform to host PEG content On Demand and On Demand Online within three years of the Closing of the Transaction.

- a. To develop the new platform, within three years of the Closing of the Transaction, Comcast shall select five locations in Comcast's service area to serve as trial sites. Sites shall be chosen to ensure geographic, economic and ethnic diversity, with a mix of rural and urban communities. They shall not include the community of any system that currently has a PEG VOD or online presence.
- b. Comcast shall consult with leaders in the trial communities to determine what programming (public access, educational and/or governmental) would most benefit residents by being placed on VOD and online. It shall not exercise editorial control in determining which PEG programming shall be available on either platform.
- c. Comcast shall meet the following benchmarks in its development of these platforms:

- (i) within 30 days of the Closing of the Transaction, it shall announce the final locations of the five pilot communities.
- (ii) within nine months of the Closing of the Transaction, it shall initiate On Demand placement of available PEG programming in each PEG pilot community. Additional programming shall continue to be provided throughout the remaining trial period.
- (iii) within one year of the Closing of the Transaction, it shall initiate On Demand Online placement of available PEG programming in each PEG pilot community through existing or newly created online platforms. Additional programming shall continue to be provided throughout the remaining trial period.
- (iv) within 18 months of the Closing of the Transaction, it shall initiate marketing support of the On Demand and On Demand Online platforms in each PEG pilot community.
- (v) within two years of the Closing of the Transaction, it shall complete surveys of the user experience for both the On Demand and On Demand Online platforms in each PEG pilot community, and shall begin to implement recommended changes.
- (vi) within three years of the Closing of the Transaction, it shall complete the pilot phases and evaluate results of the pilots.
- (vii) starting six months after the Closing of the Transaction, it shall submit semi-annual reports to the Commission, on the progress of its online and VOD platform development, including the details of its activities in meeting each of the above-noted benchmarks. In addition to filing this information with the Commission, to enable the public to view the information, it must also post the same information on its website.

- d. This Condition is designed to enhance existing PEG channel carriage and shall not affect Comcast's existing franchise requirements for traditional linear PEG channel carriage.

**XV. CONDITION REGARDING CARRIAGE OF PROGRAMMING OF NON-COMMERCIAL EDUCATIONAL TELEVISION STATIONS THAT HAVE RELINQUISHED THEIR SPECTRUM**

1. For Qualified Noncommercial Educational ("NCE") Stations and Qualified Local Noncommercial Educational ("Local NCE") Stations, as those terms are defined in 47 C.F.R. §§ 76.55(a) and 76.55(b), respectively, that have must-carry rights as of December 31, 2010 and relinquish their broadcast spectrum as part of the Commission's efforts to allocate more spectrum to mobile broadband pursuant to Recommendation 5.8.5 of the National Broadband Plan (collectively, "Stations"), Comcast shall carry the applicable programming stream(s) of such Stations as follows:

- a. For Stations that are carried on Comcast cable systems as of December 31, 2010 pursuant to the signal carriage obligations for such Stations, as set forth in 47 C.F.R. § 76.56(a), Comcast shall continue to carry any such Stations, in digital format, on such cable systems.



- b. For Stations carried on Comcast cable systems as of December 31, 2010 pursuant to digital carriage agreements between the Station and Comcast, including but not limited to for purposes of this Condition, the agreement between the National Cable & Telecommunications Association ("NCTA") and (i) the Association of Public Television Stations ("APTS") and (ii) the Public Broadcasting Service ("PBS") dated January 31, 2005 (the "NCTA/APTS Agreement"), Comcast shall continue to carry such Stations, in accordance with the terms of the relevant agreement, on such cable systems. To the extent that a Station's digital carriage agreement with Comcast expires prior to the expiration of this Condition, Comcast commits to continue to carry such Station after the expiration of the agreement in accordance with the terms of paragraph (a) for the full term of this Condition.

2. These carriage obligations shall only apply to the extent that: (i) each such Station continues to deliver a good quality (non-broadcast) signal of the covered programming stream(s) to the relevant Comcast headends; (ii) each such Station certifies that it has the necessary copyrights to provide the programming contained in each programming stream delivered to Comcast, and conveys, without charge to Comcast, such copyrights and clearances as Comcast needs to distribute the programming; (iii) each programming stream contains noncommercial programming and other material that would be consistent with a broadcast station's charter as a Qualified NCE or Qualified Local NCE; and (iv) each programming stream delivered to Comcast does not include programming that substantially duplicates the programming of any then-existing broadcast or cable programming service carried by the relevant Comcast system(s).

3. This Condition shall not be construed to extend the term of any existing agreement, nor to require any Comcast cable system to carry any Station or Station's programming stream that Comcast is not: (i) already carrying as of December 31, 2010; or (ii) obligated to carry pursuant to the terms of the Station's digital carriage agreement, including but not limited to the NCTA/APTS Agreement. This Condition shall expire on December 31, 2017, or upon the FCC's promulgation of rules of general applicability regarding the subject matter of this Condition.

## **XVI. CONDITIONS TO EXPAND BROADBAND DEPLOYMENT AND ADOPTION**

1. Comcast Broadband Footprint Expansion
  - a. Comcast shall expand its existing broadband network by at least 1,500 miles per year during the three years after the Closing of the Transaction (during 2011, 2012 and 2013), extending its broadband plant to approximately 400,000 additional homes.
  - b. Comcast shall also upgrade for Internet service at least six additional rural communities in 2011.
  - c. Comcast shall provide an additional 600 courtesy video and Broadband Internet Access Service account locations (for schools, libraries, and other community institutions, targeted to underserved areas in which broadband penetration is low and there is a high concentration of low income residents) over the three years after the Closing of the Transaction, at a rate of 200 additional locations per year. This continuing Condition shall include Comcast's bearing 100 percent of the construction costs to bring Internet connections and providing the Broadband Internet Access Service without charge to these locations.

2. Expanding Broadband Adoption – Comcast Broadband Opportunity Program
  - a. Within nine months of the Closing of the Transaction, Comcast shall commence a program, the Comcast Broadband Opportunity Program (“CBOP”), to substantially increase broadband adoption in low income homes throughout Comcast’s service area.
  - b. CBOP shall address the three key barriers to adoption identified in the National Broadband Plan: (i) reducing the cost of broadband access for low income homes; (ii) the lack of a computing device in the home; and (iii) the absence of digital literacy. Its objective is to boost the number of low income homes using broadband within Comcast’s service areas.
  - c. Under CBOP, each eligible participating household shall:
    - (i) receive the Economy version of Comcast’s Broadband Internet Access Service for \$9.95 per month – a rate for which the household shall qualify so long as it meets the “Eligibility Criteria” below.
    - (ii) pay no installation or modem charges or fees (although Comcast may use its self-install program).
    - (iii) be eligible for one piece of pre-configured, quality computer equipment (which may include rebuilt PCs, netbooks, or other devices) for less than \$150 (the equipment shall be sold to the customer by a third-party vendor-partner of Comcast’s, with Comcast providing any subsidy required to bring the equipment cost below \$150).
    - (iv) have access to web-based, print and classroom-based training programs, provided in partnership with One Economy and other current and future Comcast community partners in its digital literacy efforts, including Boys and Girls Clubs, and Urban League and National Council of La Raza (“NCLR”) affiliate organizations. Comcast shall create and fund these programs, although it may seek Foundation and other funds to defray these costs.
  - d. CBOP shall run for a total of 36 months (through three school years) after the program commences (although households that qualify during the three-year program shall remain eligible for the program for the discounted Broadband Internet Access Service rate so long as they have a student in the household who qualifies), but in any event Comcast shall maintain CBOP through three full school years.
  - e. Comcast shall implement CBOP in coordination with state education departments and local school districts, which shall be responsible for certifying household eligibility for participation in the program.
  - f. The “Eligibility Criteria” for CBOP are: (i) there is at least one child in the household eligible for a free lunch under the National School Lunch Program (“NSLP”); (ii) the household is not the subject of a current Comcast collections activity; and (iii) the household has not subscribed to a Comcast Internet service within 90 days prior to installation.



- g. Comcast shall solicit participation in CBOP through participating school districts' NSLP enrollment processes. It shall rely on this established certification process to qualify participants in CBOP.
- h. Comcast shall request that school districts include information about CBOP with their first communication to families in advance of the school year and in each NSLP communication, as feasible and appropriate. The goal is to ensure that families that qualify for the free NSLP are aware of the program at the beginning of the school year and have the opportunity to register in conjunction with the NSLP process. Comcast shall provide appropriate collateral materials and request that they be included in all NSLP mailings, as appropriate.
- i. Comcast shall endeavor to educate school professionals who work closest with NSLP-eligible families about CBOP. This outreach shall include the various education-related associations, including PTAs and associations representing guidance counselors and social workers, in order to reach those who are most likely to work closely with students and families who qualify for the free NSLP.
- j. Prospective participants shall be directed to a Comcast phone number dedicated to this program to verify eligibility. Qualifying callers shall be transferred to a centralized order-entry center. When service installation is complete, the participating household shall receive a voucher and instructions on how to obtain the subsidized computer equipment noted above.
- k. Comcast shall engage in efforts, in coordination with community partners, to publicize the availability of the program, targeted to areas with high concentration of low-income residents and especially through vehicles that are targeted to eligible households. Among other things, Comcast shall promote CBOP through public service announcements, as well as through segments of Comcast Newsmakers featuring guests who shall describe CBOP and how to take advantage of it. Comcast shall distribute the CBOP information to its partners who work with low-income communities – on a national and local level (e.g., One Economy, National Urban League, NCLR). Comcast shall also coordinate with state and local education administrative entities to enable notification of certified NSLP families of CBOP.
- l. Comcast shall offer several computer training and support options to all households participating in CBOP:
  - (i) At the time of installation, each participating household shall receive basic instructional materials and a phone number for a dedicated support desk.
  - (ii) The computer equipment shall be pre-configured with a “wizard” to facilitate e-mail set-ups and the setting of parental controls.
  - (iii) Shortcuts to “getting started” tutorials shall appear on the desktop.
  - (iv) Each piece of equipment shall ship with Norton security pre-installed.
  - (v) Comcast and its partner organizations shall offer “training days” at NSLP-participating schools in Comcast’s service areas, as well as at instruction facilities operated by Comcast’s community partners.

- m. Comcast shall submit an annual report to the Commission beginning on July 31, 2012 and for three years thereafter. That report shall include a description of Comcast's compliance with the adoption conditions listed above. Comcast shall identify the total number of households participating in CBOP, perform an analysis of CBOP's effectiveness, and describe any adjustments Comcast plans to implement to improve its effectiveness. Comcast shall make this annual report available on its website.

#### **XVII. GENERAL**

No C-NBCU Programmer shall enter into any agreement or arrangement or take any other action that has the purpose or effect of impairing the effectiveness of these Conditions.

#### **XVIII. VIOLATIONS**

Any violation of these Conditions shall be a violation of the Order.

#### **XIX. REPORTING REQUIREMENTS**

Except as otherwise expressly provided, Comcast and C-NBCU shall report to the Commission annually regarding compliance with these Conditions and shall post each such report on its website.

#### **XX. TERM**

Except as expressly stated, these Conditions shall remain in effect for seven years following the date of this Order.<sup>11</sup>

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<sup>11</sup> The Commission will consider a petition from Comcast or C-NBCU for modification of a Condition if they can demonstrate that there has been a material change in circumstances, or that the Condition has proven unduly burdensome, such that the Condition is no longer necessary in the public interest. *See, e.g., News Corp. and DIRECTV Group, Inc. and Liberty Media Corp. for Authority to Transfer Control*, Memorandum Opinion and Order, 23 FCC Rcd 3265, 3345 (2008).

# **EXHIBIT 4**

## Key West and Monroe County Demographics

2/8/13

Key West is an island city some 4 miles long by 1.5 miles wide. The island is located at the southern end of U.S. Highway 1, 153 miles southwest of Miami, Florida and 93 miles northwest of Havana, Cuba, at 24.5 degrees north of the equator. Key West is the county seat of Monroe County. The city occupies the entire island as well as a portion of neighboring Stock Island to the northeast. The principal industry is tourism. The US Navy and Coast Guard maintain a presence here as well.

### Florida Keys Visitor Person-Trip Estimates

	2004	2005	2006	2007	2008	2009	2010	2011
Key West Overnight Visitors	1,303,633	1,046,111	1,063,752	1,094,647	1,112,978	1,165,300	1,517,600	1,577,500
Key West Day Trippers	241,172	237,460	196,794	202,510	205,901	238,400	299,100	313,300
Cruise Ship Passengers	934,070	925,795	888,183	816,919	739,218	859,409	850,270	811,458
Total Key West Visitors	2,478,875	2,209,366	2,148,729	2,114,076	2,058,097	2,263,109	2,666,970	2,702,258
Key West Lodging Occupancy %	78.8%	76.2%	73.5%	75.3%	74.2%	76.9%	78.1%	82.5%
All Keys Overnight Visitors	2,414,135	1,937,244	2,030,062	2,089,021	2,169,565	2,103,100	2,502,200	2,742,500
All Keys Day Trippers	446,615	439,742	375,561	386,469	401,369	404,400	473,300	519,400
Cruise Ship Passengers	934,070	925,795	888,183	816,919	739,218	859,409	850,270	811,458
Total All Keys Visitors	3,794,820	3,302,781	3,293,806	3,292,409	3,310,152	3,366,909	3,825,770	4,073,358
Monroe County Lodging Occupancy %:	71.2%	70.0%	66.5%	68.1%	67.5%	69.4%	70.5%	74.3%

Sources: Monroe County Tourist Development Council; Smith Travel Research

### Population:

Year	Monroe County	Key West
1980	63,188	24,382
1990	78,024	24,832 ✓
2000	79,589	25,478
2005	75,750	23,935
2010	73,090	24,649
2011	73,873	24,909

### Military – NAS Key West (October 2009 Estimate)

#### Base Uniform Personnel

Navy	771
Coast Guard	752
Army/Air Force/Marines	153
Total Uniform Personnel	1,676
Civilian Support Staff	848
Contractors	358
Total Payroll	2,882
Family Members	1,015
Military Present for Training	439
Retired Military Recreating	685
Grand Total	5,021

Sources: US Census Bureau for Decennial Data; US Census Bureau, US Dept of Defense; Key West for Military Data

# Miami metropolitan area

Coordinates: 26°8′N 80°12′W﻿ / ﻿

From Wikipedia, the free encyclopedia

(Redirected from Miami-Fort Lauderdale-West Palm Beach, FL Metropolitan Statistical Area)

The **Miami metropolitan area** is a metropolitan area including Miami, Florida and nearby communities.<sup>[3][4][5][6]</sup> The U.S. Office of Management and Budget designates the area the **Miami-Fort Lauderdale-Pompano Beach, FL Metropolitan Statistical Area**, a Metropolitan Statistical Area (MSA) used for statistical purposes by the United States Census Bureau and other entities.<sup>[7]</sup> The OMB defines the MSA as comprising Miami-Dade, Broward, and Palm Beach counties—Florida's three most populous counties—with principal cities including Miami, Fort Lauderdale, Pompano Beach, West Palm Beach, and Boca Raton.

With 5,564,635 inhabitants as of the 2010 Census, the Miami metropolitan area is the most populous in Florida and in the Southeastern United States<sup>[8]</sup> and the eighth-most populous in the United States. It is part of the South Florida region and is partially synonymous with the Gold Coast.

Because the population of South Florida is largely confined to a strip of land between the Atlantic Ocean and the Everglades, the Miami urbanized area (that is, the area of contiguous urban development) is about 110 miles (180 km) long (north to south), but never more than 20 miles (32 km) wide, and in some areas only 5 miles (8.0 km) wide (east to west). The MSA is longer than any other urbanized area in the United States except for the New York metropolitan area.<sup>[9]</sup> It was the eighth most densely populated urbanized area in the United States in the 2000 census.<sup>[10]</sup>

As of the 2000 census, the urbanized area had a land area of 1,116 square miles (2,890 km<sup>2</sup>), with a population of 4,919,036, for a population density of 4,407.4 per square mile (1,701.7 per square kilometer). Miami and Hialeah (the second largest city in the metropolitan area) had population densities of more than 10,000 per square mile (more than 3,800 per square kilometer).<sup>[11][12]</sup> The Miami Urbanized Area was the fifth largest urbanized area in the United States in the 2000 census.

The Miami metro area also includes several urban clusters (UCs) as of the 2000 Census which are not part of the Miami Urbanized Area. These are the Belle Glade UC, population

## Miami–Fort Lauderdale–Pompano Beach



*Common name: Miami metropolitan area*

<b>Largest city</b>	Miami
<b>Other cities</b>	<ul style="list-style-type: none"> <li>- Fort Lauderdale</li> <li>- Pompano Beach</li> <li>- West Palm Beach</li> <li>- Miami Beach</li> <li>- Boca Raton</li> <li>- Deerfield Beach</li> <li>- Boynton Beach</li> <li>- Delray Beach</li> <li>- Homestead</li> <li>- Jupiter</li> </ul>
<b>Population</b>	Ranked 8th in the U.S.
– Total	5,564,635 (2010)
– Density	890/sq. mi. 315/km <sup>2</sup>
<b>Area</b>	6,137 sq. mi. 15,896 km <sup>2</sup>
<b>Country</b>	United States
<b>State(s)</b>	- Florida
<b>Elevation</b>	
– Highest point	Coconut Grove, Miami (natural) Greynolds Park, Miami (non-natural) <sup>[1][2]</sup> 24, 42 feet (7.3, 12.8 m)

24,218, area 20,717,433 square meters and population density of 3027.6 per square mile; Key Biscayne UC, population 10,513, area 4,924,214 square meters and population density of 5529.5 per square mile; Redland UC, population 3,936, area 10,586,212 square meters and population density of 963.0 per square mile; and West Jupiter UC, population 8,998, area 24,737,176 square meters and population density of 942.1 per square mile.<sup>[13]</sup>

– Lowest point	Atlantic Ocean
	0 feet (0 m)

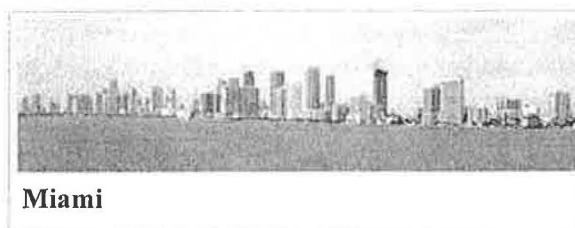
In 2006, the area had an estimated 5,463,857 persons, of which 1,671,398 live in unincorporated areas.<sup>[14][15][16]</sup> Considering that the area has an urban population of 4,919,036, only 544,821 residents live outside of the urban area, meaning that *at least* 1,126,577 persons live in urban unincorporated areas, but the number is actually higher.

## Contents

- 1 Metropolitan divisions
- 2 Cities
  - 2.1 Areas with between 10,000 and 100,000 inhabitants
  - 2.2 Areas with fewer than 10,000 inhabitants
- 3 Demographics
  - 3.1 Population
- 4 Language and national origin
  - 4.1 Education
  - 4.2 Occupation, Income, and Industries
  - 4.3 Housing characteristics and costs
- 5 Education
- 6 Transportation
  - 6.1 Roads
    - 6.1.1 Major freeways and tollways
  - 6.2 Major airports
  - 6.3 Seaports
  - 6.4 Public transportation
- 7 Climate
- 8 Area codes
- 9 Sports
- 10 Government
  - 10.1 Congressional districts
- 11 Media
- 12 See also
- 13 References
- 14 External links

## Metropolitan divisions

The Miami metropolitan area consists of three distinct metropolitan divisions, subdividing the region into three divisions according to the region's three counties: Miami-Dade County, Broward County, and Palm Beach County.

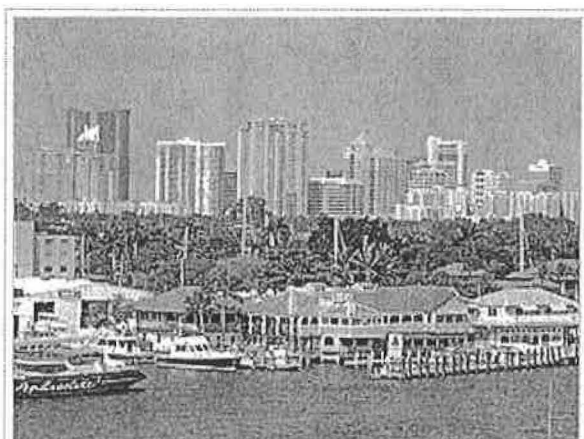


**Miami**

<b>Metropolitan Divisions</b>	<b>2010 Census Population</b>	<b>2000 Census Population</b>
<b>Miami--Miami Beach—Kendall</b>	2,496,435	2,253,362
<b>Fort Lauderdale--Pompano Beach—Deerfield Beach</b>	1,748,066	1,623,018
<b>West Palm Beach--Boca Raton—Boynton Beach</b>	1,320,134	1,131,184
<b>Miami Metropolitan Area (MSA)</b>	<b>5,564,635</b>	<b>5,007,564</b>

## Cities

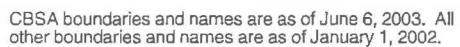
### Principal cities



**Fort Lauderdale**

<b>Largest cities</b> (Cities with over 100,000 inhabitants) <sup>[17]</sup>		
<b>City</b>	<b>Population</b>	<b>County</b>
<b>Miami</b>	413,892	Miami-Dade
<b>Hialeah</b>	231,941	Miami-Dade
<b>Fort Lauderdale</b>	170,747	Broward
<b>Pembroke Pines</b>	160,306	Broward
<b>Hollywood</b>	145,236	Broward
<b>Miramar</b>	128,729	Broward
<b>Coral Springs</b>	125,287	Broward
<b>Miami Gardens</b>	110,754	Miami-Dade
<b>Pompano Beach</b>	102,984	Broward
<b>West Palm Beach</b>	101,903	Palm Beach

Principal cities are defined by the Census Bureau based on population size and employment. In general, a principal city has more non-residents commuting into the city to work than residents commuting out of the





&gt;

## METROPOLITAN AREAS AND COMPONENTS, 1990 WITH FIPS CODES

(Metropolitan Areas defined by Office of Management and Budget, 6/30/90)

Source: U.S. Census Bureau  
 Internet Release Date: November 1998  
 Last Revised Date: March 2001

The file layout is located at the end of the data file.

## ABBREVIATIONS:

MSA= Metropolitan Statistical Area  
 CMSA= Consolidated Metropolitan Statistical Area  
 PMSA= Primary Metropolitan Statistical Area  
 F = Central/Outlying County or City/Town Flag (1 = Central, 2 = Outlying)

MSA/ CMSA FIPS CODE	PMSA FIPS CODE	ALT. CMSA FIPS CODE	State/* County F FIPS CODE	City/ Town FIPS CODE	Metropolitan Area and Component Names
0040					Abilene, TX MSA
0040			48441 1		Taylor County
0060					Aguadilla, PR MSA
0060			72003 2		Aguada Municipio
0060			72005 1		Aguadilla Municipio
0060			72071 2		Isabela Municipio
0060			72099 2		Moca Municipio
0120					Albany, GA MSA
0120			13095 1		Dougherty County
0120			13177 2		Lee County
0160					Albany-Schenectady-Troy, NY MSA
0160			36001 1		Albany County
0160			36039 2		Greene County
0160			36057 2		Montgomery County
0160			36083 1		Rensselaer County
0160			36091 2		Saratoga County
0160			36093 1		Schenectady County
0200					Albuquerque, NM MSA
0200			35001 1		Bernalillo County
0220					Alexandria, LA MSA
0220			22079 1		Rapides Parish
0240					Allentown-Bethlehem-Easton, PA-NJ MSA
0240			34041 2		Warren County, NJ
0240			42025 2		Carbon County, PA
0240			42077 1		Lehigh County, PA
0240			42095 1		Northampton County, PA
0280					Altoona, PA MSA
0280			42013 1		Blair County
0320					Amarillo, TX MSA
0320			48375 1		Potter County
0320			48381 1		Randall County
0380					Anchorage, AK MSA
0380			02020 1		Anchorage Borough
0400					Anderson, IN MSA
0400			18095 1		Madison County
0405					Anderson, SC MSA
0405			45007 1		Anderson County
0450					Anniston, AL MSA
0450			01015 1		Calhoun County
0460					Appleton-Oshkosh-Neenah, WI MSA

4520		18043	1		Floyd County, IN
4520		18061	2		Harrison County, IN
4520		21029	2		Bullitt County, KY
4520		21111	1		Jefferson County, KY
4520		21185	2		Oldham County, KY
4520		21211	2		Shelby County, KY
4600					Lubbock, TX MSA
4600		48303	1		Lubbock County
4640					Lynchburg, VA MSA
4640		51009	2		Amherst County
4640		51031	1		Campbell County
4640		51680	1		Lynchburg city
4680					Macon-Warner Robins, GA MSA
4680		13021	1		Bibb County
4680		13153	1		Houston County
4680		13169	2		Jones County
4680		13225	2		Peach County
4720					Madison, WI MSA
4720		55025	1		Dane County
4760					Manchester, NH MSA
4760		33011			Hillsborough County (pt.)
4760		33011	2	04500	Bedford town
4760		33011	1	29860	Goffstown town
4760		33011	1	45140	Manchester city
4760		33013			Merrimack County (pt.)
4760		33013	2	00660	Allenstown town
4760		33013	2	37300	Hooksett town
4760		33015			Rockingham County (pt.)
4760		33015	2	02820	Auburn town
4760		33015	2	09300	Candia town
4800					Mansfield, OH MSA
4800		39139	1		Richland County
4840					Mayaguez, PR MSA
4840		72011	2		Anasco Municipio
4840		72023	2		Cabo Rojo Municipio
4840		72067	1		Hormigueros Municipio
4840		72097	1		Mayaguez Municipio
4840		72125	2		San German Municipio
4880					McAllen-Edinburg-Mission, TX MSA
4880		48215	1		Hidalgo County
4890					Medford, OR MSA
4890		41029	1		Jackson County
4900					Melbourne-Titusville-Palm Bay, FL MSA
4900		12009	1		Brevard County
4920					Memphis, TN-AR-MS MSA
4920		05035	1		Crittenden County, AR
4920		28033	2		De Soto County, MS
4920		47157	1		Shelby County, TN
4920		47167	2		Tipton County, TN
4940					Merced, CA MSA
4940		06047	1		Merced County
4992		56			Miami-Fort Lauderdale, FL CMSA
4992	2680	56			Fort Lauderdale-Hollywood-Pompano Beach, FL PMSA
4992	2680	56	12011	1	Broward County
4992	5000	56			Miami-Hialeah, FL PMSA
4992	5000	56	12025	1	Dade County
5040					Midland, TX MSA
5040		48329	1		Midland County
5082		63			Milwaukee-Racine, WI CMSA
5082	5080	63			Milwaukee, WI PMSA
5082	5080	63	55079	1	Milwaukee County
5082	5080	63	55089	1	Ozaukee County

**MSAs and Their Associated Consolidated MSAs (CMSAs)  
in which States Can Extend LNP by Nov. 24, 2003**

(MSAs in bold are already required to participate in porting and pooling in accordance with the  
national rollout schedule listed above.)

Boston – Worcester – Lawrence, MA-NH-ME-CT CMSA

**Boston, MA – NH MSA**  
Brockton, MA MSA  
Fitchburg – Leominster, MA MSA  
Lawrence, MA-NH MSA  
Manchester, NH MSA  
Nashua, NH MSA  
New Bedford, MA MSA  
Portsmouth – Rochester, NH-ME MSA  
Worcester, MA-CT MSA

Chicago – Gary – Kenosha, IL-IN-WI CMSA

**Chicago, IL MSA**  
**Gary IN, MSA**  
Kankakee, IL MSA  
Kenosha, WI MSA

Cincinnati – Hamilton, OH-KY-IN CMSA

**Cincinnati, OH-KY-IN MSA**  
Hamilton-Middleton, OH MSA

Cleveland – Akron, OH CMSA

**Akron, OH MSA**  
**Cleveland – Lorain – Elyria, OH MSA**

Dallas – Fort Worth, TX CMSA

**Dallas, TX MSA**  
**Fort Worth – Arlington, TX MSA**

Denver – Boulder – Greeley, CO CMSA

Boulder – Longmont, CO MSA  
**Denver, CO MSA**  
Greeley, CO MSA

Detroit-Ann Arbor – Flint, MI CMSA

**Ann Arbor, MI MSA**  
**Detroit, MI MSA**  
Flint, MI MSA

Houston – Galveston – Brazoria, TX CMSA

Brazoria, TX MSA  
Galveston – Texas City, TX MSA  
**Houston, TX MSA**

Los Angeles – Riverside – Orange County, CA CMSA

**Los Angeles – Long Beach, CA MSA**  
**Orange County, CA MSA**  
**Riverside – San Bernardino, CA MSA**  
**Ventura, CA MSA**

Miami – Fort Lauderdale, FL CMSA

**Fort Lauderdale, FL MSA**  
**Miami, FL MSA**

Milwaukee – Racine, WI CMSA

**Milwaukee – Waukesha, WI MSA**  
**Racine, WI MSA**

New York – Northern New Jersey – Long Island, NY-NJ-CT-PA CMSA

**Bergen – Passaic, NJ MSA**  
**Bridgeport, CT MSA**  
**Danbury Ct, MSA**  
**Dutchess County, NY PMSA**  
**Jersey City, NJ MSA**  
**Middlesex – Somerset – Hunterdon, NJ MSA**  
**Monmouth – Ocean, NJ MSA**  
**Nassau – Suffolk, NY MSA**  
**Newburgh, NY-PA MSA**  
**New Haven – Meriden, CT MSA**  
**New York, NY MSA**  
**Newark, NJ MSA**  
**Stamford – Norwalk, CT MSA**  
**Trenton, NJ MSA**  
**Waterbury, CT MSA**

Philadelphia – Wilmington – Atlantic City, PA-NJ-DE-MD CMSA

**Atlantic – Cape May, NJ MSA**  
**Philadelphia, PA-NJ MSA**  
**Vineland – Millville – Bridgeton, NJ MSA**  
**Wilmington – Newark, DE-MD MSA**

Portland – Salem, OR-WA CMSA

**Portland – Vancouver, OR-WA MSA**  
**Salem, OR MSA**

Sacramento – Yolo, CA CMSA

**Sacramento, CA MSA**  
**Yolo, CA MSA**

San Francisco – Oakland – San Jose, CA CMSA

**Oakland, CA MSA**  
**San Francisco, CA MSA**  
**San Jose, CA MSA**  
**Santa Cruz – Watsonville, CA MSA**  
**Santa Rosa, CA MSA**

# **EXHIBIT 5**

# CensusScope

[HTTP://WWW.CENSUSSCOPE.ORG](http://www.censusscope.org)

CHARTS &amp; TRENDS

MAPS

RANKINGS

SEGREGATION

## RANKINGS &amp; COMPARISONS

## Florida

Print-Friendly Version

Select a variable of interest:

% speaking Spanish, 2000

Select the geographical units you want ranked.

States

Metros

☒ Counties

in Florida

RANK

## PERCENT RANKING, 2000

## Florida Counties Ranked by Percent of Population Age 5+ Speaking Spanish

Rank	County	Number Speaking Spanish	Total Population Age 5+	Percent Speaking Spanish
1.	Miami-Dade County	1,248,616	2,108,512	59.22%
2.	Hendry County	11,896	33,340	35.68%
3.	Hardee County	7,699	24,870	30.96%
4.	Osceola County	43,861	161,025	27.24%
5.	DeSoto County	6,693	30,331	22.07%
6.	Collier County	42,158	238,077	17.71%
7.	Orange County	144,579	835,287	17.31%
8.	Okeechobee County	5,786	33,568	17.24%
9.	Broward County	248,207	1,520,842	16.32%
10.	Hillsborough County	149,070	931,276	16.01%
11.	Monroe County	12,173	76,301	15.95%
12.	Glades County	1,457	9,966	14.62%
13.	Palm Beach County	127,084	1,069,257	11.89%
14.	Highlands County	8,971	82,787	10.84%
15.	Seminole County	35,438	341,949	10.36%
16.	Lafayette County	654	6,620	9.88%
17.	Polk County	40,178	453,180	8.87%
18.	Lee County	36,086	417,783	8.64%
19.	Manatee County	19,924	249,004	8.00%
20.	St. Lucie County	13,807	182,029	7.59%
21.	Martin County	8,139	121,277	6.71%
22.	Sumter County	3,399	51,222	6.64%
23.	Indian River County	6,925	107,745	6.43%
24.	Gadsden County	2,644	42,047	6.29%
25.	Volusia County	26,190	421,553	6.21%
26.	Suwannee County	1,965	32,789	5.99%
27.	Hamilton County	738	12,564	5.87%
28.	Putnam County	3,752	66,043	5.68%
29.	Lake County	11,262	199,560	5.64%
30.	Marion County	13,815	245,837	5.62%
31.	Alachua County	11,438	206,860	5.53%
32.	Union County	629	12,707	4.95%
33.	Flagler County	2,350	47,707	4.93%
34.	Pasco County	15,411	326,884	4.71%
35.	Liberty County	306	6,641	4.61%
36.	Levy County	1,488	32,501	4.58%
37.	Hernando County	5,624	124,914	4.50%
38.	Pinellas County	39,287	876,588	4.48%
39.	Sarasota County	13,751	313,327	4.39%
40.	Clay County	5,467	131,720	4.15%
41.	Duval County	29,719	723,198	4.11%
42.	Brevard County	18,320	451,553	4.06%
43.	Calhoun County	487	12,264	3.97%
44.	Leon County	8,248	225,718	3.65%
45.	Okaloosa County	5,577	159,735	3.49%
46.	Madison County	614	17,646	3.48%
47.	Franklin County	359	10,551	3.40%
48.	Columbia County	1,640	52,904	3.10%
49.	St. Johns County	3,572	116,709	3.06%
50.	Wakulla County	652	21,496	3.03%
51.	Washington County	587	19,709	2.98%
52.	Charlotte County	4,011	136,659	2.94%
53.	Jackson County	1,279	44,253	2.89%
54.	Citrus County	3,185	113,648	2.80%
55.	Escambia County	7,669	276,629	2.77%
56.	Bradford County	666	24,690	2.70%
57.	Taylor County	484	18,111	2.67%
58.	Walton County	1,016	38,441	2.64%
59.	Gulf County	330	12,723	2.59%
60.	Baker County	532	20,670	2.57%
61.	Bay County	3,542	139,213	2.54%
62.	Santa Rosa	2,704	109,975	2.46%

ssolan.net

CensusScope is a product of the Social Science Data Analysis Network.

	County			
63.	Gilchrist County	325	13,615	2.39%
64.	Holmes County	402	17,531	2.29%
65.	Jefferson County	274	12,244	2.24%
66.	Dixie County	282	13,080	2.16%
67.	Nassau County	1,135	54,148	2.10%

**Source:** Census 2000 analyzed by the Social Science Data Analysis Network (SSDAN).

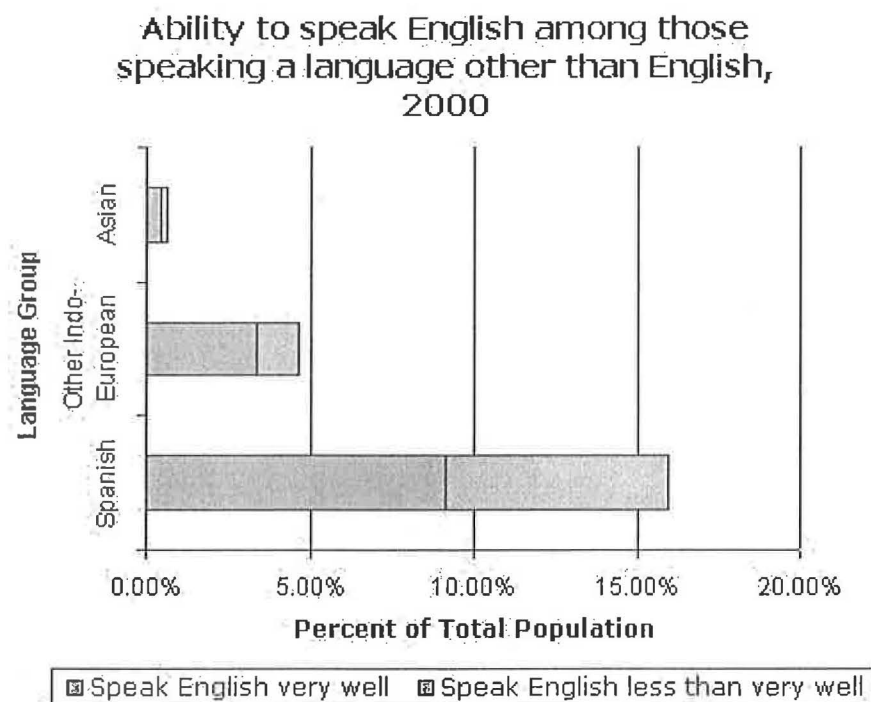
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# CensusScope

[HTTP://WWW.CENSUSSCOPE.ORG](http://www.censusscope.org)

## Monroe County

### LANGUAGE



The Census asks questions about language use at home to locate groups of people who speak a language other than English. Their isolation or integration into a primarily English speaking community can be determined by their ability to speak English proficiently.

#### Language Spoken at Home, 1990-2000

	1990		2000	
	Number	Percent	Number	Percent
Only English	61,595	83.60%	59,964	78.59%
Spanish	9,161	12.43%	12,173	15.95%
Other Indo-European*	2,297	3.12%	3,529	4.63%
Asian Language**	492	0.67%	490	0.64%
Other	131	0.18%	145	0.19%
Total Population Age 5+	73,676	100.00%	76,301	100.00%

#### Population Speaking English Less Than "Very Well" in 2000

Language Spoken at Home:	Number	Percent
Spanish	5,189	42.63%
Other Indo-European*	974	27.60%
Asian Language**	174	35.51%
Other Language	0	0.00%
Total	6,337	8.31%

#### Population Speaking English Less Than "Very Well" in 1990

Language Spoken at Home:	Number	Percent
--------------------------	--------	---------



Spanish	3,658	39.93%
Other Indo-European*	642	27.95%
Asian Language**	203	41.26%
Other Language	71	54.20%
Total	4,574	6.21%

\* "Other Indo-European" excludes English and Spanish. "Indo-European" is not synonymous with "European." French, German, Hindi, and Persian are all classified as Indo-European. Hungarian, on the other hand, is lumped into "Other Language."

\*\* "Asian Language" includes languages indigenous to Asia and Pacific islands areas that are not also Indo-European languages. Chinese, Japanese, Telugu, and Hawaiian are all classified here.

Also note that ability to speak English "very well" is based on the self-assessment of those responding to Census questions, not on a test of language ability.

Source: Census 2000 analyzed by the Social Science Data Analysis Network (SSDAN).

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DP-1

Profile of General Population and Housing Characteristics: 2010

2010 Demographic Profile Data

NOTE: For more information on confidentiality protection, nonsampling error, and definitions, see <http://www.census.gov/prod/cen2010/doc/dpsf.pdf>.

Geography: Monroe County, Florida ✓

Subject	Number	Percent
<b>SEX AND AGE</b>		
Total population	73,090	100.0
Under 5 years	3,189	4.4
5 to 9 years	2,858	3.9
10 to 14 years	2,937	4.0
15 to 19 years	3,260	4.5
20 to 24 years	3,758	5.1
25 to 29 years	4,687	6.4
30 to 34 years	4,198	5.7
35 to 39 years	4,578	6.3
40 to 44 years	5,309	7.3
45 to 49 years	6,211	8.5
50 to 54 years	6,665	9.1
55 to 59 years	6,744	9.2
60 to 64 years	6,227	8.5
65 to 69 years	4,617	6.3
70 to 74 years	3,079	4.2
75 to 79 years	2,024	2.8
80 to 84 years	1,585	2.2
85 years and over	1,164	1.6
Median age (years)	46.4	(X)
16 years and over	63,429	86.8
18 years and over	62,089	84.9
21 years and over	60,193	82.4
62 years and over	16,085	22.0
65 years and over	12,469	17.1
<b>Male population</b>		
Under 5 years	1,639	2.2
5 to 9 years	1,409	1.9
10 to 14 years	1,539	2.1
15 to 19 years	1,763	2.4
20 to 24 years	2,043	2.8
25 to 29 years	2,539	3.5
30 to 34 years	2,262	3.1
35 to 39 years	2,466	3.4
40 to 44 years	2,861	3.9
45 to 49 years	3,296	4.5
50 to 54 years	3,471	4.7
55 to 59 years	3,557	4.9
60 to 64 years	3,463	4.7
65 to 69 years	2,537	3.5
70 to 74 years	1,737	2.4

Subject	Number	Percent
Two or More Races	1,301	1.8
White; American Indian and Alaska Native [3]	340	0.5
White; Asian [3]	234	0.3
White; Black or African American [3]	301	0.4
White; Some Other Race [3]	213	0.3
Race alone or in combination with one or more other races: [4]		
White	66,580	91.1
Black or African American	4,630	6.3
American Indian and Alaska Native	690	0.9
Asian	1,135	1.6
Native Hawaiian and Other Pacific Islander	133	0.2
Some Other Race	1,280	1.8
HISPANIC OR LATINO		
Total population	73,090	100.0
Hispanic or Latino (of any race)	15,071	20.6
Mexican	1,803	2.5
Puerto Rican	903	1.2
Cuban	8,288	11.3
Other Hispanic or Latino [5]	4,077	5.6
Not Hispanic or Latino	58,019	79.4
HISPANIC OR LATINO AND RACE		
Total population	73,090	100.0
Hispanic or Latino	15,071	20.6
White alone	13,320	18.2
Black or African American alone	343	0.5
American Indian and Alaska Native alone	49	0.1
Asian alone	27	0.0
Native Hawaiian and Other Pacific Islander alone	10	0.0
Some Other Race alone	935	1.3
Two or More Races	387	0.5
Not Hispanic or Latino	58,019	79.4
White alone	52,089	71.3
Black or African American alone	3,851	5.3
American Indian and Alaska Native alone	247	0.3
Asian alone	782	1.1
Native Hawaiian and Other Pacific Islander alone	60	0.1
Some Other Race alone	76	0.1
Two or More Races	914	1.3
RELATIONSHIP		
Total population	73,090	100.0
In households	71,070	97.2
Householder	32,629	44.6
Spouse [6]	14,040	19.2
Child	13,095	17.9
Own child under 18 years	9,752	13.3
Other relatives	3,871	5.3
Under 18 years	976	1.3
65 years and over	800	1.1
Nonrelatives	7,435	10.2
Under 18 years	212	0.3
65 years and over	491	0.7
Unmarried partner	3,012	4.1
In group quarters	2,020	2.8
Institutionalized population	613	0.8
Male	488	0.7

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State &amp; County QuickFacts

## Monroe County, Florida

People QuickFacts	Monroe County	Florida
Population, 2012 estimate	74,809	19,317,568
Population, 2010 (April 1) estimates base	73,090	18,802,690
Population, percent change, April 1, 2010 to July 1, 2012	2.4%	2.7%
Population, 2010	73,090	18,801,310
Persons under 5 years, percent, 2012	4.4%	5.5%
Persons under 18 years, percent, 2012	14.9%	20.7%
Persons 65 years and over, percent, 2012	19.0%	18.2%
Female persons, percent, 2012	47.0%	51.1%
White alone, percent, 2012 (a)	90.2%	78.3%
Black or African American alone, percent, 2012 (a)	6.4%	16.6%
American Indian and Alaska Native alone, percent, 2012 (a)	0.5%	0.5%
Asian alone, percent, 2012 (a)	1.2%	2.7%
Native Hawaiian and Other Pacific Islander alone, percent, 2012 (a)	0.1%	0.1%
Two or More Races, percent, 2012	1.6%	1.9%
Hispanic or Latino, percent, 2012 (b)	21.4%	23.2%
White alone, not Hispanic or Latino, percent, 2012	69.9%	57.0%
Living in same house 1 year & over, percent, 2007-2011	85.8%	83.5%
Foreign born persons, percent, 2007-2011	17.3%	19.2%
Language other than English spoken at home, percent age 5+, 2007-2011	22.5%	27.0%
High school graduate or higher, percent of persons age 25+, 2007-2011	89.3%	85.5%
Bachelor's degree or higher, percent of persons age 25+, 2007-2011	27.8%	26.0%
Veterans, 2007-2011	7,986	1,637,466
Mean travel time to work (minutes), workers age 16+, 2007-2011	18.3	25.7
Housing units, 2011	52,552	9,026,965
Homeownership rate, 2007-2011	64.3%	69.0%
Housing units in multi-unit structures, percent, 2007-2011	23.0%	29.9%
Median value of owner-occupied housing units, 2007-2011	\$463,100	\$188,600
Households, 2007-2011	28,272	7,140,096
Persons per household, 2007-2011	2.53	2.56
Per capita money income in the past 12 months (2011 dollars), 2007-2011	\$35,074	\$26,733
Median household income, 2007-2011	\$53,889	\$47,827
Persons below poverty level, percent, 2007-2011	11.6%	14.7%
Business QuickFacts	Monroe County	Florida
Private nonfarm establishments, 2011	3,487	490,851 <sup>2</sup>
Private nonfarm employment, 2011	27,579	6,732,639 <sup>2</sup>
Private nonfarm employment, percent change, 2010-2011	4.7%	1.6% <sup>2</sup>
Nonemployer establishments, 2011	11,142	1,717,627
Total number of firms, 2007	13,973	2,009,589
Black-owned firms, percent, 2007	3.4%	9.0%
American Indian- and Alaska Native-owned firms, percent, 2007	S	0.5%
Asian-owned firms, percent, 2007	1.6%	3.2%
Native Hawaiian and Other Pacific Islander-owned firms, percent, 2007	F	0.1%
Hispanic-owned firms, percent, 2007	S	22.4%
Women-owned firms, percent, 2007	24.7%	28.9%



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☐ Foreclosures only☐ Luxury properties only

# What does a 4522 sq. ft. home live like?

Home » Summary » Key West, Florida Demographics - Population by Race and Ethnicity

## Key West Population by Race and Ethnicity

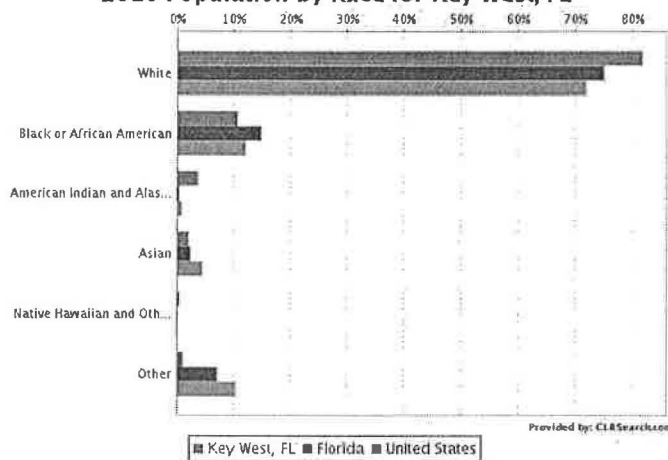
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### 2010 Population by Race for Key West, FL



2010 Population by Race and Ethnicity	Key West, FL		Florida		United States	
Population by Race						
White	18,878	81.81%	13,974,734	75.13%	221,809,059	71.91%
Black or African American	2,456	10.64%	2,746,450	14.77%	37,036,996	12.01%
American Indian and Alaska Native	865	3.75%	72,048	0.39%	3,026,418	0.98%
Asian	485	2.10%	453,645	2.44%	13,906,406	4.51%
Native Hawaiian and Other Pacific Islander	124	0.54%	22,360	0.12%	662,031	0.21%
Other	268	1.16%	1,331,644	7.16%	32,014,224	10.38%
Population by Ethnicity						
Population Hispanic	4,695	20.35%	3,994,981	21.48%	49,511,501	16.05%
Population Non Hispanic	18,381	79.65%	14,605,900	78.52%	258,943,633	83.95%

The data for Key West, FL may also contain data for the following areas: Key West

**Race versus Ethnicity:** According to the Census, race and ethnicity are considered two separate and distinct identities. Hispanic or Latino origin is asked as a separate question and categorized under ethnicity. In addition to their race and/or races, all respondents are categorized by one of two ethnicities, which are "Hispanic" and "Non Hispanic."

**Hispanic Ethnicity:** According to the Census, people of Hispanic origin, were those who indicated that their origin was Mexican, Puerto Rican, Cuban, Central or South American or some other Hispanic origin. It should be noted that people of Hispanic origin may be of any race.

Information is deemed reliable but not guaranteed Demographic Information FAQ

### Homes for sale in Key West FL



1220 Von Phister St  
\$1,495,000  
Detail



328 Elizabeth St  
\$1,495,000  
Detail



3412 Eagle Ave  
\$629,000  
Detail



822 Washington Street  
\$1,995,000  
Detail

### Key West, Florida Demographics Summary

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[Glossary](#)
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[People](#)[Business](#)[Geography](#)[Data](#)[Research](#)[Newsroom](#)

State &amp; County QuickFacts

**Key West (city), Florida**

<b>People QuickFacts</b>	<b>Key West</b>	<b>Florida</b>
Population, 2012 estimate	25,057	19,317,568
Population, 2010 (April 1) estimates base	24,649	18,802,690
Population, percent change, April 1, 2010 to July 1, 2012	1.7%	2.7%
Population, 2010	24,649	18,801,310
Persons under 5 years, percent, 2010	4.9%	5.7%
Persons under 18 years, percent, 2010	14.5%	21.3%
Persons 65 years and over, percent, 2010	12.8%	17.3%
Female persons, percent, 2010	44.6%	51.1%
White alone, percent, 2010 (a)	83.8%	75.0%
Black or African American alone, percent, 2010 (a)	9.7%	16.0%
American Indian and Alaska Native alone, percent, 2010 (a)	0.4%	0.4%
Asian alone, percent, 2010 (a)	1.6%	2.4%
Native Hawaiian and Other Pacific Islander alone, percent, 2010 (a)	0.2%	0.1%
Two or More Races, percent, 2010	2.1%	2.5%
Hispanic or Latino, percent, 2010 (b)	21.2%	22.5%
White alone, not Hispanic or Latino, percent, 2010	66.1%	57.9%
Living in same house 1 year & over, percent, 2007-2011	80.6%	83.5%
Foreign born persons, percent, 2007-2011	18.6%	19.2%
Language other than English spoken at home, percent age 5+, 2007-2011	21.6%	27.0%
High school graduate or higher, percent of persons age 25+, 2007-2011	89.0%	85.5%
Bachelor's degree or higher, percent of persons age 25+, 2007-2011	28.1%	26.0%
Veterans, 2007-2011	2,644	1,637,466
Mean travel time to work (minutes), workers age 16+, 2007-2011	11.8	25.7
Housing units, 2010	14,107	8,989,580
Homeownership rate, 2007-2011	46.1%	69.0%
Housing units in multi-unit structures, percent, 2007-2011	41.5%	29.9%
Median value of owner-occupied housing units, 2007-2011	\$494,200	\$188,600
Households, 2007-2011	9,191	7,140,096
Persons per household, 2007-2011	2.55	2.56
Per capita money income in the past 12 months (2011 dollars), 2007-2011	\$32,431	\$26,733
Median household income, 2007-2011	\$51,385	\$47,827
Persons below poverty level, percent, 2007-2011	12.6%	14.7%
<b>Business QuickFacts</b>	<b>Key West</b>	<b>Florida</b>
Total number of firms, 2007	5,020	2,009,589
Black-owned firms, percent, 2007	S	9.0%
American Indian- and Alaska Native-owned firms, percent, 2007	F	0.5%
Asian-owned firms, percent, 2007	S	3.2%
Native Hawaiian and Other Pacific Islander-owned firms, percent, 2007	F	0.1%
Hispanic-owned firms, percent, 2007	S	22.4%
Women-owned firms, percent, 2007	26.1%	28.9%
Manufacturers shipments, 2007 (\$1000)	NA	104,832,907
Merchant wholesaler sales, 2007 (\$1000)	23,729	221,641,518
Retail sales, 2007 (\$1000)	563,566	262,341,127
Retail sales per capita, 2007	\$24,825	\$14,353
Accommodation and food services sales, 2007 (\$1000)		

# **EXHIBIT 6**

# **WSBS GRID - AUGUST 2013**

EST	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY	EST		
7:00	PAID PROGRAMMING					Mega Kids		7:00		
7:30	En Contacto (INFOMERCIAL)							7:30		
8:00								8:00		
8:30	PAID PROGRAMMING					Cayo Hueso	PAID PROGRAMMING	8:30		
9:00						Vámonos de Viaje		9:00		
9:30 - 2:30						PAID PROGRAMMING		9:30 - 2:30		
3:00								3:00		
3:30								3:30		
4:00								4:00		
4:30								4:30		
5:00	Paparazzi TV					Teresa		5:00		
5:30								5:30		
6:00	Lo Mejor de Radio en Mega TV							Teresa	6:00	
6:30	Antena Live								6:30	
7:00	El Show de Fernando Hidalgo					Puerta Astral	7 en 30	7:00		
7:30							TV Marti	7:30		
8:00	Ahora con Oscar Haza					Mega Cine	Mega Especiales	8:00		
8:30							8:30			
9:00	Charytin						Paparazzi sin Censura	9:00		
9:30							9:30			
10:00	Bayly					PAID PROGRAMMING	Alain El Clarividente	10:00		
10:30							10:30			
11:00	En Corte con el Dr. Ricardo Corona (INFOMERCIAL)						PAID PROGRAMMING	PAID PROGRAMMING	11:00	
11:30									11:30	
12:00	Antena Live (RR)								12:00	
12:30 AM	On the Street with Daniel Fernandez (INFOMERCIAL)								12:30 AM	

Week of August 5th thru August 11th of 2013

\*PROGRAMMING IS SUBJECT TO CHANGE WITHOUT PRIOR NOTICE\*



# **WSBS GRID - AUGUST 2013**

EST	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY	EST	
7:00	PAID PROGRAMMING					Mega Kids		7:00	
7:30	En Contacto (INFOMERCIAL)							7:30	
8:00								8:00	
8:30	PAID PROGRAMMING					Cayo Hueso	PAID PROGRAMMING	8:30	
9:00						Vámonos de Viaje		9:00	
9:30 - 2:30								9:30 - 2:30	
3:00						3:00			
3:30						3:30			
4:00						4:00			
4:30						4:30			
5:00						5:00			
5:30						5:30			
6:00						6:00			
6:30						6:30			
7:00	El Show de Fernando Hidalgo					Puerta Astral	7 en 30	7:00	
7:30							TV Marti	7:30	
8:00	Ahora con Oscar Haza					Mega Cine	Mega Especiales	8:00	
8:30								8:30	
9:00	Charytín						Paparazzi sin Censura	9:00	
9:30								9:30	
10:00	Bayly					PAID PROGRAMMING	Alain El Clarividente	10:00	
10:30								10:30	
11:00	En Corte con el Dr. Ricardo Corona (INFOMERCIAL)						PAID PROGRAMMING		11:00
11:30									11:30
12:00	Antena Live (RR)								12:00
12:30 AM	On the Street with Daniel Fernandez (INFOMERCIAL)								12:30 AM

Week of August 12th thru August 18th of 2013

\*PROGRAMMING IS SUBJECT TO CHANGE WITHOUT PRIOR NOTICE\*




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## Mega TV Schedule

Mega TV

MEGA

### TV Listings for Cable and satellite

#### U.S. Listings

#### UK Listings

DirecTV

Sky

Verizon

Freeview

Time Warner

Virgin

AT &amp; T U-verse

Freesat

Cox Communications

Comcast

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### Mega TV Schedule

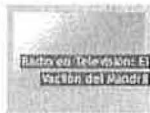
4 5 6 7 8 9 10 11 12 13 14 15 16 17  
WED WED FRI SAT SUN MON TUE WED WED FRI SAT SUN MON TUE

Wednesday, September April 2013

Local listings for: Florida [Set TV Provider]

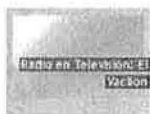
#### Time Show

18 mins ago



Radio on TV: The Mandrel Vacilón

24:00



Radio on TV: The Vacilon

2:00 pm



22 Minutes

The route in 22 minutes of the most modern in the United States.

3:00 pm



Charytín

Charytín returns with a full program of music, dance, interviews and fun for everyone.

4:00 pm



Contempt

A young woman who has grown up in a convent and is believed orphan learns that the daughter of a millionaire, the search party and falls in love with a married man.

5:00 pm



Paparazzi TV

Along with the most recognized paparazzi, this show will discover the hottest gossip from the entertainment world.

6:00 pm

Best of Radio Mega TV

### Users' Most Picked TV Shows

NCIS

The Mentalist

Bones

Criminal Minds

The Big Bang Theory

[MORE TV SHOWS](#)

### Users' Most Picked Movies

Twilight

The Notebook

It's a Wonderful Life

Iron Man

Harry Potter and the Goblet of Fire

[MORE MOVIES](#)

### Users' Picked Most People

Sandra Bullock

Bruce Willis

Harrison Ford

Will Smith

Clint Eastwood

[MORE PEOPLE](#)

Lo Mejor de Radio en  
Mega TV

7:00 pm



El Show de Fernando Hidalgo

8:00 pm



Now with Oscar Haza

9:00 pm



Charytín

Charytín returns with a full program of music, dance, interviews and fun for everyone.

10:00 pm



Bayly

Interviews and analyzes the unique style of journalist Jaime Bayly.

11:00 pm



El Show de Fernando Hidalgo

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#### U.S. Listings

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 Virgin  
 Freesat

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### Mega TV Schedule

4	5	6	7	8	9	10	11	12	13	14	15	16	17
WED	WED	FRI	SAT	SUN	MON	TUE	WED	WED	FRI	SAT	SUN	MON	TUE

Thursday, September May 2013

Local listings for: Florida [Set TV Provider]

Time Show

12:00 am



#### Paparazzi TV

Along with the most recognized paparazzi, this show will discover the hottest gossip from the entertainment world.

1:00 a.m.



#### Now with Oscar Haza

2:00 a.m.



#### Paid Program

Program showing various products for sale.

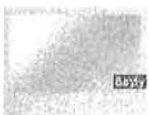
2:30 a.m.



#### Paid Program

Program showing various products for sale.

3:00 a.m.



#### 3ayly

Interviews and analyzes the unique style of journalist Jaime Bayly.

4:00 a.m.



#### Contempt

A young woman who has grown up in a convent and is believed orphan learns that the daughter of a millionaire, the search party and falls in love with a married man.

5:00 a.m.

Best of Radio Mega TV

### Users' Most Picked TV Shows

NCIS  
 The Mentalist  
 Bones  
 Criminal Minds  
 The Big Bang Theory

[MORE TV SHOWS](#)

### Users' Most Picked Movies

Twilight  
 The Notebook  
 It's a Wonderful Life  
 Iron Man  
 Harry Potter and the Goblet of Fire

[MORE MOVIES](#)

### Users' Picked Most People

Sandra Bullock  
 Bruce Willis  
 Harrison Ford  
 Will Smith  
 Clint Eastwood

[MORE PEOPLE](#)



6:00 a.m.

**Radio on TV: The Circus**

Circus team brings us this radio program in Puerto Rico Television.

9:00 a.m.

**Radio on TV: The Mandrel Vacilón**

24:00

**Radio on TV: The Vacilón**

2:00 pm

**22 Minutes**

The route in 22 minutes of the most modern in the United States.

3:00 pm

**Charytín**

Charytín returns with a full program of music, dance, interviews and fun for everyone.

4:00 pm

**Contempt**

A young woman who has grown up in a convent and is believed orphan learns that the daughter of a millionaire, the search party and falls in love with a married man.

5:00 pm

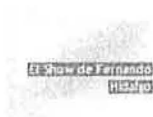
**Paparazzi TV**

Along with the most recognized paparazzi, this show will discover the hottest gossip from the entertainment world.

6:00 pm

**Best of Radio Mega TV**

7:00 pm



El Show de Fernando Hidalgo

8:00 pm



Now with Oscar Haza

9:00 pm



Charytín

Charytín returns with a full program of music, dance, interviews and fun for everyone.

10:00 pm



Bayly

Interviews and analyzes the unique style of journalist Jaime Bayly.

11:00 pm



El Show de Fernando Hidalgo

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## Mega TV Schedule

MEGA

### TV Listings for Cable and satellite

#### Mega TV Schedule

4	5	6	7	8	9	10	11	12	13	14	15	16	17
WED	WED	FRI	SAT	SUN	MON	TUE	WED	WED	FRI	SAT	SUN	MON	TUE

Friday, September June 2013

Local listings for: Florida [Set TV Provider]

Time Show

12:00 am



#### Paparazzi TV

Along with the most recognized paparazzi, this show will discover the hottest gossip from the entertainment world.

1:00 a.m.



#### Now with Oscar Haza

2:00 a.m.



#### Paid Program

Program showing various products for sale.

2:30 a.m.



#### Paid Program

Program showing various products for sale.

3:00 a.m.



#### Bayly

Interviews and analyzes the unique style of journalist Jaime Bayly.

4:00 a.m.



#### Contempt

A young woman who has grown up in a convent and is believed orphan learns that the daughter of a millionaire, the search party and falls in love with a married man.

5:00 a.m.

#### Best of Radio Mega TV

#### U.S. Listings

DirecTV

Verizon

Time Warner

AT &amp; T U-verse

Cox Communications

Comcast

#### UK Listings

Sky

Freeview

Virgin

Freesat

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### Users' Most Picked TV Shows

NCIS

The Mentalist

Bones

Criminal Minds

The Big Bang Theory

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### Users' Most Picked Movies

Twilight

The Notebook

It's a Wonderful Life

Iron Man

Harry Potter and the Goblet of Fire

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### Users' Picked Most People

Sandra Bullock

Bruce Willis

Harrison Ford

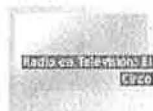
Will Smith

Clint Eastwood

[MORE PEOPLE](#)



6:00 a.m.



Radio on TV: The Circus

Circus team brings us this radio program in Puerto Rico Television.

9:00 a.m.



Radio on TV: The Mandrel Vacilón

24:00



Radio on TV: The Vacilón

2:00 pm



22 Minutes

The route in 22 minutes of the most modern in the United States.

3:00 pm



Charytín

Charytín returns with a full program of music, dance, interviews and fun for everyone.

4:00 pm



Contempt

A young woman who has grown up in a convent and is believed orphan learns that the daughter of a millionaire, the search party and falls in love with a married man.

5:00 pm



Paparazzi TV

Along with the most recognized paparazzi, this show will discover the hottest gossip from the entertainment world.

6:00 pm



Best of Radio Mega TV



7:00 pm



El Show de Fernando Hidalgo

8:00 pm



Now with Oscar Haza

9:00 pm



Charytin

Charytin returns with a full program of music, dance, interviews and fun for everyone.

10:00 pm



Bayly

Interviews and analyzes the unique style of journalist Jaime Bayly.

11:00 pm



El Show de Fernando Hidalgo

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## Mega TV Schedule

Mega TV

MEGA

### TV Listings for Cable and satellite

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[4](#) [5](#) [6](#) [7](#) [8](#) [9](#) [10](#) [11](#) [12](#) [13](#) [14](#) [15](#) [16](#) [17](#)  
 WED WED FRI SAT SUN MON TUE WED WED FRI SAT SUN MON TUE

Saturday, September July 2013

Local listings for: Florida [Set TV Provider]

Time Show

12:00 am



#### Paparazzi TV

Along with the most recognized paparazzi, this show will discover the hottest gossip from the entertainment world.

1:00 a.m.



#### Now with Oscar Haza

2:00 a.m.



#### Paid Program

Program showing various products for sale.

2:30 a.m.



#### Paid Program

Program showing various products for sale.

3:00 a.m.



#### Bayly

Interviews and analyzes the unique style of journalist Jaime Bayly.

4:00 a.m.



#### Contempt

A young woman who has grown up in a convent and is believed orphan learns that the daughter of a millionaire, the search party and falls in love with a married man.

5:00 a.m.

#### Best of Radio Mega TV

### Users' Most Picked TV Shows

[NCIS](#)  
[The Mentalist](#)  
[Bones](#)  
[Criminal Minds](#)  
[The Big Bang Theory](#)

[MORE TV SHOWS](#)

### Users' Most Picked Movies

[Twilight](#)  
[The Notebook](#)  
[It's a Wonderful Life](#)  
[Iron Man](#)  
[Harry Potter and the Goblet of Fire](#)

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### Users' Picked Most People

[Sandra Bullock](#)  
[Bruce Willis](#)  
[Harrison Ford](#)  
[Will Smith](#)  
[Clint Eastwood](#)

[MORE PEOPLE](#)



6:00 a.m.



Paid Program

Program showing various products for sale.

6:30 a.m.



Paid Program

Program showing various products for sale.

7:00 a.m.



Paid Program

Program showing various products for sale.

7:30 a.m.



Paid Program

Program showing various products for sale.

8:00 a.m.



Paid Program

Program showing various products for sale.

8:30 a.m.



Paid Program

Program showing various products for sale.

9:00 a.m.



Paid Program

Program showing various products for sale.

9:30 a.m.



Paid Program

Program showing various products for sale.

10:00 a.m.

**Paid Program**

Program showing various products for sale.

10:30 a.m.

**Paid Program**

Program showing various products for sale.

11:00 a.m.

**Paid Program**

Program showing various products for sale.

11:30 a.m.

**Paid Program**

Program showing various products for sale.

24:00

**Paid Program**

Program showing various products for sale.

24:30

**Paid Program**

Program showing various products for sale.

1:00 pm

**Paid Program**

Program showing various products for sale.

1:30 pm

**Mega Kids**

2:00 pm

**Mega Kids**

9/4/13

Mega TV Schedule | LocateTV

2:30 pm



Mega Kids

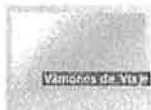
3:00 pm



Key Huesa A Day

The Florida Keys bring us a program of information and entertainment.

3:30 pm



Let Travel

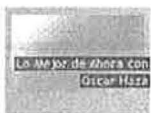
Travel and Culture.

4:00 pm



ESPN

7:00 pm



The Best of Now with Oscar Haza

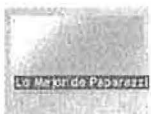
The best moments of the 'Now with Oscar Haza'.

8:00 pm



Mega Cine Cubano

10:00 pm



Best of Paparazzi

11:00 pm



Hacienda Heights

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## Mega TV Schedule

 Mega TV

MEGA

### TV Listings for Cable and satellite

#### U.S. Listings

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### Mega TV Schedule

4 5 6 7 8 9 10 11 12 13 14 15 16 17  
 WED WED FRI SAT SUN MON TUE WED WED FRI SAT SUN MON TUE

Sunday, September August 2013

Local listings for: Florida [Set TV Provider]

#### Time Show

12:00 am



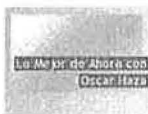
Best of Charytin

1:00 a.m.



Mega Cine Cubano

3:00 a.m.



The Best of Now with Oscar Haza  
 The best moments of the 'Now with Oscar Haza'.

4:00 a.m.



Best of Bayly  
 The best of the latter at present Bayly witty style.

5:00 a.m.



Paid Program  
 Program showing various products for sale.

5:30 a.m.



Paid Program  
 Program showing various products for sale.

6:00 a.m.

Paid Program

### Users' Most Picked TV Shows

NCIS  
 The Mentalist  
 Bones  
 Criminal Minds  
 The Big Bang Theory

[MORE TV SHOWS](#)

### Users' Most Picked Movies

Twilight  
 The Notebook  
 It's a Wonderful Life  
 Iron Man  
 Harry Potter and the Goblet of Fire

[MORE MOVIES](#)

### Users' Picked Most People

Sandra Bullock  
 Bruce Willis  
 Harrison Ford  
 Will Smith  
 Clint Eastwood

[MORE PEOPLE](#)

Program showing various products for sale.



6:30 a.m.



Paid Program

Program showing various products for sale.

7:00 a.m.



Paid Program

Program showing various products for sale.

7:30 a.m.



Paid Program

Program showing various products for sale.

8:00 a.m.



Paid Program

Program showing various products for sale.

8:30 a.m.



Paid Program

Program showing various products for sale.

9:00 a.m.



Paid Program

Program showing various products for sale.

9:30 a.m.



Paid Program

Program showing various products for sale.

10:00 a.m.



Paid Program

Program showing various products for sale.



10:30 a.m.



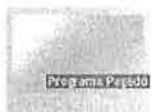
**Paid Program**  
Program showing various products for sale.

11:00 a.m.



**Paid Program**  
Program showing various products for sale.

11:30 a.m.



**Paid Program**  
Program showing various products for sale.

24:00



**Paid Program**  
Program showing various products for sale.

24:30



**Paid Program**  
Program showing various products for sale.

1:00 pm



**Paid Program**  
Program showing various products for sale.

1:30 pm

**Mega Kids**

2:00 pm

**Mega Kids**

2:30 pm

**Mega Kids**

9/4/13

Mega TV Schedule | LocateTV

3:00 pm



### The Nancy Show

A magazine pleasant, agile and entertained with a variety of information.

4:00 pm



### ESPN

6:00 pm



### Alain the Clairvoyant

A program where the presenter uses esoteric qualities of extrasensory perception.

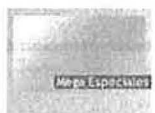
7:00 pm



### Astral Gate

Revealing the future with famed astrologer Mauricio Puerta.

8:00 pm



### Special Mega

9:00 pm



### Paparazzi sin Censura

An entertainment magazine, dynamic and modern with the occurrences of its presenters.

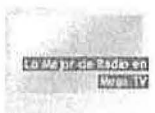
10:00 pm



### Alain the Clairvoyant

A program where the presenter uses esoteric qualities of extrasensory perception.

11:00 pm



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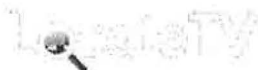
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September your TV provider to view your Local TV Listings .

### Mega TV Schedule

4	5	6	7	8	9	10	11	12	13	14	15	16	17
WED	WED	FRI	SAT	SUN	MON	TUE	WED	WED	FRI	SAT	SUN	MON	TUE

Monday, September September 2013

Local listings for: Florida [Set TV Provider]

Time Show

12:00 am



Xpediente

Analysis of the most important criminal cases in history.

1:00 a.m.



Astral Gate

Revealing the future with famed astrologer Mauricio Puerta.

2:00 a.m.



Special Mega

3:00 a.m.



Paparazzi sin Censura

An entertainment magazine, dynamic and modern with the occurrences of its presenters.

4:00 a.m.



Best of Radio Mega TV

5:00 a.m.



Paid Program

Program showing various products for sale.

5:30 a.m.

Paid Program

### Users' Most Picked TV Shows

NCIS  
 The Mentalist  
 Bones  
 Criminal Minds  
 The Big Bang Theory

[MORE TV SHOWS](#)

### Users' Most Picked Movies

Twilight  
 The Notebook  
 It's a Wonderful Life  
 Iron Man  
 Harry Potter and the Goblet of Fire

[MORE MOVIES](#)

### Users' Picked Most People

Sandra Bullock  
 Bruce Willis  
 Harrison Ford  
 Will Smith  
 Clint Eastwood

[MORE PEOPLE](#)

Program showing various products for sale.



6:00 a.m.



**Radio on TV: The Circus**

Circus team brings us this radio program in Puerto Rico Television.

9:00 a.m.



**Radio on TV: The Mandrel Vacilón**

24:00



**Radio on TV: The Vacilon**

2:00 pm



**22 Minutes**

The route in 22 minutes of the most modern in the United States.

3:00 pm



**Charytin**

Charytin returns with a full program of music, dance, interviews and fun for everyone.

4:00 pm



**Contempt**

A young woman who has grown up in a convent and is believed orphan learns that the daughter of a millionaire, the search party and falls in love with a married man.

5:00 pm



**Paparazzi TV**

Along with the most recognized paparazzi, this show will discover the hottest gossip from the entertainment world.

6:00 pm



**Best of Radio Mega TV**

7:00 pm



El Show de Fernando Hidalgo

8:00 pm



Now with Oscar Haza

9:00 pm



Charytín

Charytín returns with a full program of music, dance, interviews and fun for everyone.

10:00 pm



Bayly

Interviews and analyzes the unique style of journalist Jaime Bayly.

11:00 pm



El Show de Fernando Hidalgo

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## Mega TV Schedule

Mega TV

MEGA

### TV Listings for Cable and satellite

#### U.S. Listings

DirecTV

Verizon

Time Warner

AT &amp; T U-verse

Cox Communications

Comcast

#### UK Listings

Sky

Freeview

Virgin

Freesat

### Mega TV Schedule

4	5	6	7	8	9	10	11	12	13	14	15	16	17
WED	WED	FRI	SAT	SUN	MON	TUE	WED	WED	FRI	SAT	SUN	MON	TUE

Tuesday, September October 2013

Local listings for: Florida [Set TV Provider]

Time Show

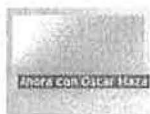
12:00 am



Paparazzi TV

Along with the most recognized paparazzi, this show will discover the hottest gossip from the entertainment world.

1:00 a.m.



Now with Oscar Haza

2:00 a.m.



Paid Program

Program showing various products for sale.

2:30 a.m.



Paid Program

Program showing various products for sale.

3:00 a.m.



Bayly

Interviews and analyzes the unique style of journalist Jaime Bayly.

4:00 a.m.



Contempt

A young woman who has grown up in a convent and is believed orphan learns that the daughter of a millionaire, the search party and falls in love with a married man.

5:00 a.m.

Best of Radio Mega TV

Do not see your TV provider? We cover all U.S. and UK Cable and satellite providers.

September your TV provider to view your Local TV Listings .

### Users' Most Picked TV Shows

NCIS

The Mentalist

Bones

Criminal Minds

The Big Bang Theory

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### Users' Most Picked Movies

Twilight

The Notebook

It's a Wonderful Life

Iron Man

Harry Potter and the Goblet of Fire

[MORE MOVIES](#)

### Users' Picked Most People

Sandra Bullock

Bruce Willis

Harrison Ford

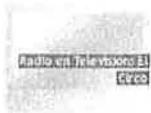
Will Smith

Clint Eastwood

[MORE PEOPLE](#)



6:00 a.m.

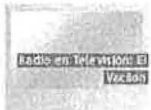
**Radio on TV: The Circus**

Circus team brings us this radio program in Puerto Rico Television.

9:00 a.m.

**Radio on TV: The Mandrel Vacilón**

24:00

**Radio on TV: The Vacilón**

2:00 pm

**22 Minutes**

The route in 22 minutes of the most modern in the United States.

3:00 pm

**Charytín**

Charytín returns with a full program of music, dance, interviews and fun for everyone.

4:00 pm

**Contempt**

A young woman who has grown up in a convent and is believed orphan learns that the daughter of a millionaire, the search party and falls in love with a married man.

5:00 pm

**Paparazzi TV**

Along with the most recognized paparazzi, this show will discover the hottest gossip from the entertainment world.

6:00 pm

**Best of Radio Mega TV**



7:00 pm



El Show de Fernando Hidalgo

8:00 pm



Now with Oscar Haza

9:00 pm



Charytín

Charytín returns with a full program of music, dance, interviews and fun for everyone.

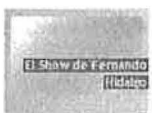
10:00 pm



Bayly

Interviews and analyzes the unique style of journalist Jaime Bayly.

11:00 pm



El Show de Fernando Hidalgo

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## WGEN Schedule

CHANNEL

### WGEN TV Schedule

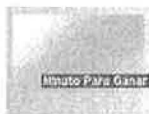
4	5	6	7	8	9	10	11	12	13	14	15	16	17
WED	WED	FRI	SAT	SUN	MON	TUE	WED	WED	FRI	SAT	SUN	MON	TUE

Wednesday, September April 2013

Local listings for: Florida [Set TV Provider]

Time Show

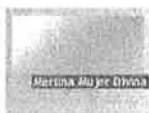
6 mins ago



#### Minute to Win

A game show where contestants use everyday items found in their homes to compete in 10 challenges for a grand prize. Conducted by Marco Antonio Regil.

10:00 a.m.



#### Merlina Mujer Divina

Love and treachery, along with zodiac signs, influence the lives of two feuding families.

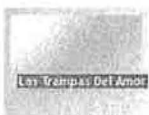
11:00 a.m.



#### Thoroughbred

Two children growing up not knowing which will be used as an instrument of revenge to collect an old debt.

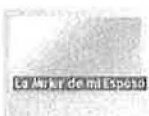
24:00



#### The Love Trap

Mariana and Santiago were getting married but at the last moment the ceremony was canceled and they broke. Now 3 years later again seeing working for the same company, but their love must survive the evil traps Lorenzo.

1:00 pm



#### The Woman of My Husband

A woman has an affair with the husband of her best friend without actually feeling any guilt.

2:00 pm



#### The Kings

A Novella which is characterized by main ingredient ironic humor and social classes.

### TV Listings for Cable and satellite

#### U.S. Listings

[DirecTV](#)  
[Verizon](#)  
[Time Warner](#)  
[AT & T U-verse](#)  
[Cox Communications](#)  
[Comcast](#)

#### UK Listings

[Sky](#)  
[Freeview](#)  
[Virgin](#)  
[Freesat](#)

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### Users' Most Picked TV Shows

[NCIS](#)  
[The Mentalist](#)  
[Bones](#)  
[Criminal Minds](#)  
[The Big Bang Theory](#)

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### Users' Most Picked Movies

[Twilight](#)  
[The Notebook](#)  
[It's a Wonderful Life](#)  
[Iron Man](#)  
[Harry Potter and the Goblet of Fire](#)

[MORE MOVIES](#)

### Users' Picked Most People

[Sandra Bullock](#)  
[Bruce Willis](#)  
[Harrison Ford](#)  
[Will Smith](#)  
[Clint Eastwood](#)

[MORE PEOPLE](#)

3:00 pm

**Against The Ropes**

Series that has the environment and the experiences of the people of Buenos Aires.

4:00 pm

**Do not be Count!**

Program Monday to Friday, which presents the highlights of The X Factor

5:00 pm

**News 8**

5:30 pm

**World News Fox**

The national and international news, sports, finance, entertainment, culture and more.

6:00 pm

**The X Factor**

MundoFox brings original Spanish version of the global phenomenon The X Factor.

7:00 pm

**The X Factor**

MundoFox brings original Spanish version of the global phenomenon The X Factor.

8:00 pm

**Secrets of Paradise**

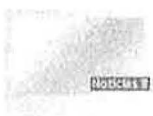
A woman gives in to temptation and becomes trapped in a dangerous love triangle between two brothers.

9:00 pm

**Commando Elite**

Secret Police unable to locate and capture major criminals in Colombia last decade.

10:00 pm

**News 8**

10:30 pm

**World News Fox**

The national and international news, sports, finance, entertainment, culture and more.



11:00 pm

**Protagonistas of Our Tele**

14 participants compete to participate in a soap opera and achieve two winners, a woman and a man-his dream of becoming actors. Program is presented by Geraldine Zivic Argentina and Andrea Serna.

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## WGEN Schedule

CHANNEL

### WGEN TV Schedule

4	5	6	7	8	9	10	11	12	13	14	15	16	17
WED	WED	FRI	SAT	SUN	MON	TUE	WED	WED	FRI	SAT	SUN	MON	TUE

Thursday, September May 2013

Local listings for: Florida [Set TV Provider]

Time Show

12:00 am



The Widow of the Mob

1:00 a.m.



Paid Program

Program showing various products for sale.

1:30 a.m.



Paid Program

Program showing various products for sale.

2:00 a.m.



Paid Program

Program showing various products for sale.

2:30 a.m.



Paid Program

Program showing various products for sale.

3:00 a.m.



Paid Program

Program showing various products for sale.

3:30 a.m.

Paid Program

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The Mentalist

Bones

Criminal Minds

The Big Bang Theory

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### Users' Most Picked Movies

Twilight

The Notebook

It's a Wonderful Life

Iron Man

Harry Potter and the Goblet of Fire

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### Users' Picked Most People

Sandra Bullock

Bruce Willis

Harrison Ford

Will Smith

Clint Eastwood

[MORE PEOPLE](#)

Program showing various products for sale.



4:00 a.m.



Paid Program

Program showing various products for sale.

4:30 a.m.



Paid Program

Program showing various products for sale.

5:00 a.m.



Paid Program

Program showing various products for sale.

5:30 a.m.



Paid Program

Program showing various products for sale.

6:00 a.m.



Paid Program

Program showing various products for sale.

6:30 a.m.



Paid Program

Program showing various products for sale.

7:00 a.m.



Paid Program

Program showing various products for sale.

7:30 a.m.



Paid Program

Program showing various products for sale.

8:00 a.m.

**Paid Program**

Program showing various products for sale.

8:30 a.m.

**Brown & Company**

A veteran journalist interviews important figures from the political, economic and cultural.

9:00 a.m.

**Minute to Win**

A game show where contestants use everyday items found in their homes to compete in 10 challenges for a grand prize. Conducted by Marco Antonio Regil.

10:00 a.m.

**Merlina Mujer Divina**

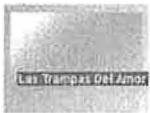
Love and treachery, along with zodiac signs, influence the lives of two feuding families.

11:00 a.m.

**Thoroughbred**

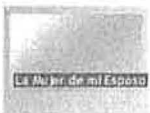
Two children growing up not knowing which will be used as an instrument of revenge to collect an old debt.

24:00

**The Love Trap**

Mariana and Santiago were getting married but at the last moment the ceremony was canceled and they broke. Now 3 years later, again seeing working for the same company, but their love must survive the evil traps Lorenzo.

1:00 pm

**The Woman of My Husband**

A woman has an affair with the husband of her best friend without actually feeling any guilt.

2:00 pm

**The Kings**

A Novella which is characterized by main ingredient ironic humor and social classes.

3:00 pm

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Series that has the environment and the experiences of the people of Buenos Aires.

4:00 pm

**Do not be Count!**

Program Monday to Friday, which presents the highlights of The X Factor

5:00 pm

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5:30 pm

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8:00 pm

**Secrets of Paradise**

A woman gives in to temptation and becomes trapped in a dangerous love triangle between two brothers.

9:00 pm

**Commando Elite**

Secret Police unable to locate and capture major criminals in Colombia last decade.

10:00 pm

**News 8**

10:30 pm

**World News Fox**

The national and international news, sports, finance, entertainment, culture and more.



9/4/13

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11:00 pm



#### Protagonistas de Nuestra Tele

14 participants compete to participate in a soap opera and achieve two winners, a woman and a man-his dream of becoming actors. Program is presented by Geraldine Zivic Argentina and Andrea Serna.

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## WGEN Schedule

CHANNEL

### WGEN TV Schedule

4	5	6	7	8	9	10	11	12	13	14	15	16	17
WED	WED	FRI	SAT	SUN	MON	TUE	WED	WED	FRI	SAT	SUN	MON	TUE

Friday, September June 2013

Local listings for: Florida [Set TV Provider]

Time Show

12:00 am



The Widow of the Mob

1:00 a.m.



Paid Program

Program showing various products for sale.

1:30 a.m.



Paid Program

Program showing various products for sale.

2:00 a.m.



Paid Program

Program showing various products for sale.

2:30 a.m.



Paid Program

Program showing various products for sale.

3:00 a.m.



Paid Program

Program showing various products for sale.

3:30 a.m.

Paid Program

### TV Listings for Cable and satellite

U.S. Listings

UK Listings

DirecTV

Sky

Verizon

Freeview

Time Warner

Virgin

AT &amp; T U-verse

Freesat

Cox Communications

Comcast

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### Users' Most Picked TV Shows

NCIS

The Mentalist

Bones

Criminal Minds

The Big Bang Theory

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### Users' Most Picked Movies

Twilight

The Notebook

It's a Wonderful Life

Iron Man

Harry Potter and the Goblet of Fire

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### Users' Picked Most People

Sandra Bullock

Bruce Willis

Harrison Ford

Will Smith

Clint Eastwood

[MORE PEOPLE](#)

Program showing various products for sale.



4:00 a.m.



Paid Program

Program showing various products for sale.

4:30 a.m.



Paid Program

Program showing various products for sale.

5:00 a.m.



Paid Program

Program showing various products for sale.

5:30 a.m.



Paid Program

Program showing various products for sale.

6:00 a.m.



Paid Program

Program showing various products for sale.

6:30 a.m.



Paid Program

Program showing various products for sale.

7:00 a.m.



Paid Program

Program showing various products for sale.

7:30 a.m.



Paid Program

Program showing various products for sale.

8:00 a.m.

**Paid Program**

Program showing various products for sale.

8:30 a.m.

**Brown & Company**

A veteran journalist interviews important figures from the political, economic and cultural.

9:00 a.m.

**Minute to Win**

A game show where contestants use everyday items found in their homes to compete in 10 challenges for a grand prize. Conducted by Marco Antonio Regil.

10:00 a.m.

**Merlina Mujer Divina**

Love and treachery, along with zodiac signs, influence the lives of two feuding families.

11:00 a.m.

**Thoroughbred**

Two children growing up not knowing which will be used as an instrument of revenge to collect an old debt.

24:00

**The Love Trap**

Mariana and Santiago were getting married but at the last moment the ceremony was canceled and they broke. Now 3 years later again seeing working for the same company, but their love must survive the evil traps Lorenzo.

1:00 pm

**The Woman of My Husband**

A woman has an affair with the husband of her best friend without actually feeling any guilt.

2:00 pm

**The Kings**

A Novella which is characterized by main ingredient ironic humor and social classes.

3:00 pm

**Against The Ropes**

Series that has the environment and the experiences of the people of Buenos Aires.

4:00 pm

**Do not be Count!**

Program Monday to Friday, which presents the highlights of The X Factor

5:00 pm

**News 8**

5:30 pm

**World News Fox**

The national and international news, sports, finance, entertainment, culture and more.

6:00 pm

**The X Factor**

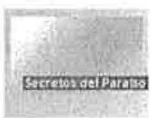
MundoFox brings original Spanish version of the global phenomenon The X Factor.

7:00 pm

**The X Factor**

MundoFox brings original Spanish version of the global phenomenon The X Factor.

8:00 pm

**Secrets of Paradise**

A woman gives in to temptation and becomes trapped in a dangerous love triangle between two brothers.

9:00 pm

**Commando Elite**

Secret Police unable to locate and capture major criminals in Colombia last decade.

10:00 pm

**News 8**

10:30 pm

**World News Fox**

The national and international news, sports, finance, entertainment, culture and more.

9/4/13

WGEN TV Schedule | LocateTV

11:00 pm



#### Protagonistas of Our Tele

14 participants compete to participate in a soap opera and achieve two winners, a woman and a man-his dream of becoming actors. Program is presented by Geraldine Zivic Argentina and Andrea Serna.

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## WGEN Schedule

CHANNEL

### WGEN TV Schedule

4	5	6	7	8	9	10	11	12	13	14	15	16	17
WED	WED	FRI	SAT	SUN	MON	TUE	WED	WED	FRI	SAT	SUN	MON	TUE

Saturday, September July 2013

Local listings for: Florida [Set TV Provider]

Time Show

12:00 am



The Widow of the Mob

1:00 a.m.



Paid Program

Program showing various products for sale.

1:30 a.m.



Paid Program

Program showing various products for sale.

2:00 a.m.



Paid Program

Program showing various products for sale.

2:30 a.m.



Paid Program

Program showing various products for sale.

3:00 a.m.



Paid Program

Program showing various products for sale.

3:30 a.m.

Paid Program

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NCIS  
 The Mentalist  
 Bones  
 Criminal Minds  
 The Big Bang Theory

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### Users' Most Picked Movies

Twilight  
 The Notebook  
 It's a Wonderful Life  
 Iron Man  
 Harry Potter and the Goblet of Fire

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### Users' Picked Most People

Sandra Bullock  
 Bruce Willis  
 Harrison Ford  
 Will Smith  
 Clint Eastwood

[MORE PEOPLE](#)

Program showing various products for sale.



4:00 a.m.



Paid Program

Program showing various products for sale.

4:30 a.m.



Paid Program

Program showing various products for sale.

5:00 a.m.



Paid Program

Program showing various products for sale.

5:30 a.m.



Paid Program

Program showing various products for sale.

6:00 a.m.



Paid Program

Program showing various products for sale.

6:30 a.m.



Paid Program

Program showing various products for sale.

7:00 a.m.



Paid Program

Program showing various products for sale.

7:30 a.m.



Paid Program

Program showing various products for sale.



8:00 a.m.



Paid Program  
Program showing various products for sale.

8:30 a.m.



Paid Program  
Program showing various products for sale.

9:00 a.m.



Paid Program  
Program showing various products for sale.

9:30 a.m.



Paid Program  
Program showing various products for sale.

10:00 a.m.



Paid Program  
Program showing various products for sale.

10:30 a.m.



Paid Program  
Program showing various products for sale.

11:00 a.m.



Paid Program  
Program showing various products for sale.

11:30 a.m.



Paid Program  
Program showing various products for sale.

24:00

Charlie II  
To find his brother, to use a magic boy That car has a mind of its own.



2:00 pm

**The X Factor**

MundoFox brings original Spanish version of the global phenomenon The X Factor.

3:00 pm

**The X Factor**

MundoFox brings original Spanish version of the global phenomenon The X Factor.

4:00 pm

**The X Factor**

MundoFox brings original Spanish version of the global phenomenon The X Factor.

5:00 pm

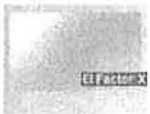
**Brown & Company**

A veteran journalist interviews important figures from the political, economic and cultural.

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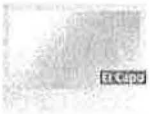
[See more information](#)

6:00 pm

**The X Factor**

MundoFox brings original Spanish version of the global phenomenon The X Factor.

7:00 pm

**The Capo**

Pedro Pablo León one Bonnet drug mafia and a story that describes, in a way, the human side of the criminal underworld.

9:00 pm

**American Dad!**

Do not Look a Smith Horse in the Mouth  
Francine wants Stan dispose of your vehicle gasoline consumer,  
Steve tries to help an old friend.



9:30 pm

**American Dad!****A Jones for a Smith**

Stan changes his mind on social programs after he develops an addiction.

10:00 pm

**American Dad!****Return of the Bling**

When Stan admits that among his heroes this Olympic hockey team of 1980, Roger confesses that the juice with the team. Reginald tries to win over Hayley bringing a concert.

10:30 pm

**American Dad!****May the Best Stan Win**

Stan gives Francine "love coupons" for Valentine's Day but when she tries to redeem their coupons Stan has no interest. Roger helps Steve and his friends remake a film from the 80s.

11:00 pm

**Protagonistas of Our Tele**

14 participants compete to participate in a soap opera and achieve two winners, a woman and a man-his dream of becoming actors. Program is presented by Geraldine Zivic Argentina and Andrea Serna.

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## WGEN Schedule

CHANNEL

### WGEN TV Schedule

4	5	6	7	8	9	10	11	12	13	14	15	16	17
WED	WED	FRI	SAT	SUN	MON	TUE	WED	WED	FRI	SAT	SUN	MON	TUE

Sunday, September August 2013

Local listings for: **Florida** [Set TV Provider]

Time Show

12:00 am


**Final Time**  
**Practical joke**

1:00 a.m.


**Paid Program**  
 Program showing various products for sale.

1:30 a.m.


**Paid Program**  
 Program showing various products for sale.

2:00 a.m.


**Paid Program**  
 Program showing various products for sale.

2:30 a.m.


**Paid Program**  
 Program showing various products for sale.

3:00 a.m.


**Paid Program**  
 Program showing various products for sale.

3:30 a.m.

**Paid Program**

### TV Listings for Cable and satellite

U.S. Listings

UK Listings

DirecTV

Sky

Verizon

Freeview

Time Warner

Virgin

AT &amp; T U-verse

Freesat

Cox Communications

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NCIS

The Mentalist

Bones

Criminal Minds

The Big Bang Theory

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The Notebook

It's a Wonderful Life

Iron Man

Harry Potter and the Goblet of Fire

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### Users' Picked Most People

Sandra Bullock

Bruce Willis

Harrison Ford

Will Smith

Clint Eastwood

[MORE PEOPLE](#)



Program showing various products for sale.

4:00 a.m.



**Paid Program**

Program showing various products for sale.

4:30 a.m.



**Paid Program**

Program showing various products for sale.

5:00 a.m.



**Paid Program**

Program showing various products for sale.

5:30 a.m.



**Paid Program**

Program showing various products for sale.

6:00 a.m.



**Paid Program**

Program showing various products for sale.

6:30 a.m.



**Paid Program**

Program showing various products for sale.

7:00 a.m.



**Brown & Company**

A veteran journalist interviews important figures from the political, economic and cultural.

7:30 a.m.



**Brown & Company**

A veteran journalist interviews important figures from the political, economic and cultural.

8:00 a.m.

**Family Flavors**

Housewives meet to teach us how to cook delicious dishes in a simple and practical.

8:30 a.m.

**Family Flavors**

Housewives meet to teach us how to cook delicious dishes in a simple and practical.

9:00 a.m.

**Mama Mirabelle**

9:30 a.m.

**Toot & Puddle**

The adventures of two good and inseparable friends, very different.

10:00 a.m.

**Have you got? World Adventures**

Two boys or girls brothers explore the world and have exciting adventures.

10:30 a.m.

**Have you got? World Adventures**

Two boys or girls brothers explore the world and have exciting adventures.

11:00 a.m.

**Iggy Arbuckle**

Iggy and his friend the beaver go very far to stop explore and protect the park.

11:30 a.m.

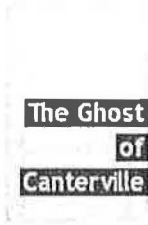
**Iggy Arbuckle**

Iggy and his friend the beaver go very far to stop explore and protect the park.

24:00

**The Ghost of Canterville**

An ancient castle can not keep any visitor inside because of a ghost that scares everyone and boy he befriends.



2:00 pm

**Commando Elite**

Secret Police unable to locate and capture major criminals in Colombia last decade.

3:00 pm

**Commando Elite**

Secret Police unable to locate and capture major criminals in Colombia last decade.

4:00 pm

**Commando Elite**

Secret Police unable to locate and capture major criminals in Colombia last decade.

5:00 pm

**Dare to Sing**

Music Quiz karaoke style fun for the whole family.

6:00 pm

**Dare to Sing**

Music Quiz karaoke style fun for the whole family.

7:00 pm

**Resident Evil**

A team of commandos enter a top-secret underground research facility Which When a deadly virus turns sufferers into flesh-eating zombies is accidentally released. But containment Their mission soon spirals out of Control as a rogue super-intelligent computer, not to mention hordes of the marauding undead, wreak bloody havoc. Paul Anderson's smash-hit horror, starring Milla Jovovich, Michelle Rodriguez, Eric Mabius, James Purefoy and Martin Crewes

9:00 pm

**Full Throttle**

A chauffeur and a woman find Themselves in a booby-trapped car.



11:00 pm



Final Time  
The Valuation

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## WGEN Schedule

CHANNEL

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4	5	6	7	8	9	10	11	12	13	14	15	16	17
WED	WED	FRI	SAT	SUN	MON	TUE	WED	WED	FRI	SAT	SUN	MON	TUE

Monday, September September 2013

Local listings for: Florida [Set TV Provider]

Time Show

12:00 am



The Widow of the Mob

1:00 a.m.



Paid Program  
Program showing various products for sale.

1:30 a.m.



Paid Program  
Program showing various products for sale.

2:00 a.m.



Paid Program  
Program showing various products for sale.

2:30 a.m.



Paid Program  
Program showing various products for sale.

3:00 a.m.



Paid Program  
Program showing various products for sale.

3:30 a.m.

Paid Program

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Iron Man

Harry Potter and the Goblet of Fire

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### Users' Picked Most People

Sandra Bullock

Bruce Willis

Harrison Ford

Will Smith

Clint Eastwood

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Program showing various products for sale.



4:00 a.m.



Paid Program

Program showing various products for sale.

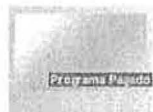
4:30 a.m.



Paid Program

Program showing various products for sale.

5:00 a.m.



Paid Program

Program showing various products for sale.

5:30 a.m.



Paid Program

Program showing various products for sale.

6:00 a.m.



Paid Program

Program showing various products for sale.

6:30 a.m.



Paid Program

Program showing various products for sale.

7:00 a.m.



Paid Program

Program showing various products for sale.

7:30 a.m.



Paid Program

Program showing various products for sale.

8:00 a.m.

**Paid Program**

Program showing various products for sale.

8:30 a.m.

**Brown & Company**

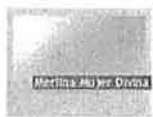
A veteran journalist interviews important figures from the political, economic and cultural.

9:00 a.m.

**Minute to Win**

A game show where contestants use everyday items found in their homes to compete in 10 challenges for a grand prize. Conducted by Marco Antonio Regil.

10:00 a.m.

**Merlina Mujer Divina**

Love and treachery, along with zodiac signs, influence the lives of two feuding families.

11:00 a.m.

**Thoroughbred**

Two children growing up not knowing which will be used as an instrument of revenge to collect an old debt.

24:00

**The Love Trap**

Mariana and Santiago were getting married but at the last moment the ceremony was canceled and they broke. Now 3 years later again seeing working for the same company, but their love must survive the evil traps Lorenzo.

1:00 pm

**The Woman of My Husband**

A woman has an affair with the husband of her best friend without actually feeling any guilt.

2:00 pm

**The Kings**

A Novella which is characterized by main ingredient ironic humor and social classes.

3:00 pm

**Against The Ropes**

Series that has the environment and the experiences of the people of Buenos Aires.

4:00 pm

**Do not be Count!**

Program Monday to Friday, which presents the highlights of The X Factor

5:00 pm

**News 8**

5:30 pm

**La Hija del Mariachi**

A ranchera singer falls in love with a wealthy young Mexican who has reached Bogotá fleeing from justice for a crime he did not commit.

6:00 pm

**100 Latinos said**

7:00 pm

**Do not be Count!**

Program Monday to Friday, which presents the highlights of The X Factor

7:30 pm

**World News Fox**

The national and international news, sports, finance, entertainment, culture and more.

8:00 pm

**Secrets of Paradise**

A woman gives in to temptation and becomes trapped in a dangerous love triangle between two brothers.

9:00 pm

**Commando Elite**

Secret Police unable to locate and capture major criminals in Colombia last decade.

10:00 pm

**News 8**

9/4/13

WGEN TV Schedule | LocateTV

10:30 pm

#### World News Fox

The national and international news, sports, finance, entertainment, culture and more.

 Noticias Mundo Fox

11:00 pm



#### Protagonists of Our Tele

14 participants compete to participate in a soap opera and achieve two winners, a woman and a man-his dream of becoming actors. Program is presented by Geraldine Zivic Argentina and Andrea Serna.

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## WGEN Schedule

CHANNEL

### WGEN TV Schedule

4	5	6	7	8	9	10	11	12	13	14	15	16	17
WED	WED	FRI	SAT	SUN	MON	TUE	WED	WED	FRI	SAT	SUN	MON	TUE

Tuesday, September October 2013

Local listings for: Florida [Set TV Provider]

Time Show

12:00 am



#### Desperate Housewives

The story deals with the life of a happy wife and mother, who narrates after his suicide, the reason why he took his life, and exposes the secrets, disappointments and antics of their neighbors, housewives like her desperate living.

1:00 a.m.



#### Paid Program

Program showing various products for sale.

1:30 a.m.



#### Paid Program

Program showing various products for sale.

2:00 a.m.



#### Paid Program

Program showing various products for sale.

2:30 a.m.



#### Paid Program

Program showing various products for sale.

3:00 a.m.



#### Paid Program

Program showing various products for sale.

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[Bones](#)  
[Criminal Minds](#)  
[The Big Bang Theory](#)

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### Users' Most Picked Movies

[Twilight](#)  
[The Notebook](#)  
[It's a Wonderful Life](#)  
[Iron Man](#)  
[Harry Potter and the Goblet of Fire](#)

[MORE MOVIES](#)

### Users' Picked Most People

[Sandra Bullock](#)  
[Bruce Willis](#)  
[Harrison Ford](#)  
[Will Smith](#)  
[Clint Eastwood](#)

[MORE PEOPLE](#)

3:30 a.m.



Paid Program

Program showing various products for sale.

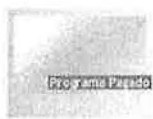
4:00 a.m.



Paid Program

Program showing various products for sale.

4:30 a.m.



Paid Program

Program showing various products for sale.

5:00 a.m.



Paid Program

Program showing various products for sale.

5:30 a.m.



Paid Program

Program showing various products for sale.

6:00 a.m.



Paid Program

Program showing various products for sale.

6:30 a.m.



Paid Program

Program showing various products for sale.

7:00 a.m.



Paid Program

Program showing various products for sale.

7:30 a.m.



Paid Program

Program showing various products for sale.

8:00 a.m.

**Paid Program**

Program showing various products for sale.

8:30 a.m.

**Brown & Company**

A veteran journalist interviews important figures from the political, economic and cultural.

9:00 a.m.

**Minute to Win**

A game show where contestants use everyday items found in their homes to compete in 10 challenges for a grand prize. Conducted by Marco Antonio Regil.

10:00 a.m.

**Merlina Mujer Divina**

Love and treachery, along with zodiac signs, influence the lives of two feuding families.

11:00 a.m.

**Thoroughbred**

Two children growing up not knowing which will be used as an instrument of revenge to collect an old debt.

24:00

**The Love Trap**

Mariana and Santiago were getting married but at the last moment the ceremony was canceled and they broke. Now 3 years later again seeing working for the same company, but their love must survive the evil traps Lorenzo.

1:00 pm

**The Woman of My Husband**

A woman has an affair with the husband of her best friend without actually feeling any guilt.

2:00 pm

**The Kings**

A Novella which is characterized by main ingredient ironic humor and social classes.

3:00 pm

**Against The Ropes**

Series that has the environment and the experiences of the people of Buenos Aires.



9/4/13

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4:00 pm



**Do not be Count!**

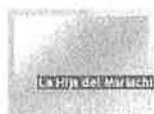
Program Monday to Friday, which presents the highlights of The X Factor

5:00 pm



**News 8**

5:30 pm



**La Hija del Mariachi**

A ranchera singer falls in love with a wealthy young Mexican who has reached Bogotá fleeing from justice for a crime he did not commit.

6:00 pm



**100 Latinos said**

7:00 pm



**Do not be Count!**

Program Monday to Friday, which presents the highlights of The X Factor

7:30 pm



**World News Fox**

The national and international news, sports, finance, entertainment, culture and more.

8:00 pm



**Secrets of Paradise**

A woman gives in to temptation and becomes trapped in a dangerous love triangle between two brothers.

9:00 pm



**Commando Elite**

Secret Police unable to locate and capture major criminals in Colombia last decade.

10:00 pm



**News 8**

10:30 pm

**World News Fox**

The national and international news, sports, finance, entertainment, culture and more.

A small logo for World News Fox, featuring the text "Rock Us Mundo Fox" in a stylized font.

11:00 pm

**Protagonistas of Our Tele**

14 participants compete to participate in a soap opera and achieve two winners, a woman and a man-his dream of becoming actors. Program is presented by Geraldine Zivic Argentina and Andrea Serna.

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# MundoFox Miami



**LUNES A VIERNES**  
**7PM/6C**



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**IR**

Clima

| Miami |

87 °F



Sección: Noticias Locales

## Activistas en Miami piden al gobierno que crisis en Siria no retrase la Reforma Migratoria



Grupos en defensa de los derechos de los inmigrantes indicaron este jueves que se encuentran preocupados que la Reforma Migratoria se retarse o se descarrile por la actual crisis en Siria. “Esta situación, una posible intervención en Siria, es un tema que es preocupante para nosotros”, aseguró Francisco Portillo, presidente de la Organización Hondureña Francisco [...]

[Ver Más](#)

## Hombre que publicó fotografía del asesinato de su esposa en Facebook se declara inocente



Dereck Medina, el hombre acusado de asesinar a su esposa y luego publicar una fotografía en su perfil de Facebook, se ha declarado inocente este jueves durante la lectura de cargos en la Corte del Circuito de Miami-Dade. La audiencia de este jueves tuvo lugar tres semanas después de la muerte de Jennifer Alfonso (26 [...])

[Ver Más](#)

## Los 5 mejores conciertos en Miami que celebrarán “The Labor Day”



El fin de semana del Día del Trabajo o "The Labor Day" será una celebración para los ciudadanos que trabajan duro por sus familias y su nación. Miami tendrá varios eventos en los que los residentes y turistas de la ciudad podrán descansar y celebrar este día, les contamos los mejores 5 conciertos para este [...]

[Ver Más](#)

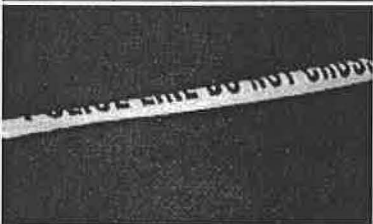
## Hombre que confesó haber asesinado a su esposa a través de Facebook será acusado formalmente



Se espera que el hombre acusado de asesinar a su esposa y publicar la foto en su cuenta de Facebook aparezca en la corte de Miami-Dade este jueves donde se dictarán formalmente los cargos en su contra. Derek Medina (31 años) enfrentará cargos por asesinato en primer grado por el asesinato de Jennifer Alfonso (26 [...])

[Ver Más](#)

## Hombre es asesinado al frente de su casa en Miami Gardens



La policía se encuentra investigando la muerte de un hombre hallado muerto en el frente de casa en horas de la mañana de este miércoles. La víctima fue identificada como Christopher Allen (45 años), quien recibió múltiples disparos sobre las 5:00 am, de acuerdo con la información obtenida por un vocero de la policía de [...]

[Ver Más](#)

## Los latinos prefieren Miami para vivir



Una encuesta realizada por el diario digital argentino Infobae.com arrojó que el 25% de los 3.921 lectores encuestados eligió Miami como la ciudad ideal para vivir. Las playas, la arena, noches llenas de movimiento y música, junto con los días soleados de Miami, pero sobre todo el orden de la ciudad son las cosas que [...]

[Ver Más](#)

Página 1 de 37123 [Próxima](#) [Last](#) »

# MundoFox Miami

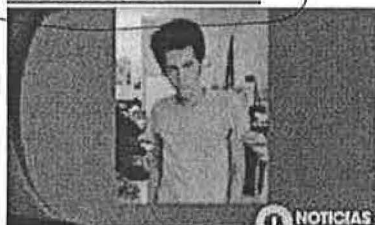
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88 °F



Sección: Noticias Locales

## Familia de joven muerto por pistola Taser demanda a la ciudad de Miami Beach



La familia del joven colombiano que murió luego de que un oficial de la policía le disparara con una pistola Taser, presentó una demanda contra la ciudad de Miami Beach y al jefe de la policía Raymond Martínez este martes. De acuerdo con declaraciones de los abogados de la familia, ni la ciudad de Miami [...]

[Ver Más](#)

## El rapero Fat Joe estará tras las rejas hasta Diciembre



El rapero Fat Joe, conocido por sus participaciones en canciones de Ivi Queen y J.Lo, irá 4 meses a prisión por evadir el pago de impuestos. El artista nacido en New York, de ascendencia cubana puertorriqueña, se declaró culpable a finales del año pasado por no pagar impuestos por más de un millón de dólares [...]

[Ver Más](#)

## Domingo de pesca gratuita en Miami



Anualmente los residentes y turistas de La Florida tienen días de pesca gratuitos. Este domingo 1 de septiembre será el segundo día permitido del año para disfrutar de la pesca en agua salada. La Comisión de Conservación de Pesca y Vida Salvaje autorizó el 1 de junio y 1 de septiembre para pescar en el [...]

[Ver Más](#)

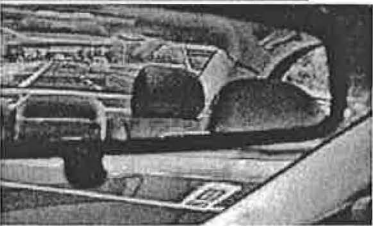
## **Fallece menor afectado por bacteria “comecerebros” en Florida**



El menor de 12 años que hace una semana había logrado detener la infección de una ameba “comecerebros” falleció, según lo ha indicado su padre a través de su página de Facebook “Pray4Number4”. Zac Reyna fue declarado con muerte cerebral este sábado por médicos del Miami Children’s Hospital. Según los reportes, no se encontró actividad [...]

[Ver Más](#)

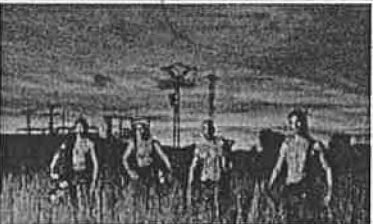
## **Autoridades aseguran que presunto secuestro de una menor en Miami fue falsa alarma**



La policía informó este martes que la alerta ámbar emitida por el presunto secuestro de una niña en Miami-Dade resultó ser una falsa alarma. Un reporte de una conductora en la que aseguraba haber visto a una niña de entre cuatro y seis años dentro del maletero de un auto conducido por un hombre de [...]

[Ver Más](#)

## **Bomberos de Miami lanzan su calendario con fines benéficos**



Todos los años el departamento de bomberos del sur de la Florida, realiza un calendario que se pone a la venta con el objetivo de recaudar fondos para fines solidarios. Agosto es el mes escogido para el gran lanzamiento y este año se llevó acabo en el Round Up Country Night y en el Club [...]

[Ver Más](#)

Página 2 de 37 < [Anterior](#) 1 2 3 4 [Próxima](#) > [Last](#) »

# MundoFox Miami

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87 °F



Sección: Noticias Locales

## Menor de dos años muere ahogada en la piscina de su casa en Miami



Una menor de dos años murió este domingo en horas de la noche en la piscina de su casa, según lo ha informado el Departamento de Policía de Miami. Aunque las autoridades se encuentran investigando las causas exactas del incidente, al parecer la muerte fue accidental. El hecho se presentó en la vivienda ubicada en [...]

[Ver Más](#)

## Nuevas leyes protegen a prostitutas menores de edad en Miami



Las prostitutas que en el pasado eran tratadas como criminales en ciertas esquinas y hoteles de la ciudad de Miami, ahora tendrán un amparo gracias a las nuevas leyes de estado, que han instruido a la policía a considerarlas como víctimas de explotación sexual. El sur de la Florida es la tercera zona más agitada [...]

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## Escuelas de Miami-Dade iniciaron clases con Wi-Fi





Cerca de 400 escuelas del condado de Miami-Dade recibieron la conexión a internet durante el verano. En la semana de inicio de clases, los estudiantes de la mayoría de escuelas se encontrarán con la sorpresa de que sus salones y pasillos ya cuentan con Wi-Fi. Una alentadora noticia para los padres que protestan por las [...]

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## **Farmacéutica es detenida por estafar al Medicaid por cerca de USD 600 mil**



Una mujer farmacéutica ha sido arrestada por las autoridades de Hialeah al parecer porque estafó cerca de 600.000 dólares al Medicaid. La mujer ha sido identificada como Coralía Pérez, dueña de Patient's Pharmacy & Infusion, y ha sido acusada por fraude en primer grado. De acuerdo con los reportes, Pérez presentaba facturas fraudulentas a la [...]

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## **XVIII Festival Internacional de Ballet llenará de arte las calles de Miami**



En Miami también hay espacio para el Ballet. El XVIII Festival Internacional de Ballet llegará una vez más a la hermosísima ciudad del sol con la representación de artistas de todo el mundo, este festival incluirá también cine, arte y literatura. El festival se realizará desde el 30 de agosto al 8 de septiembre en [...]

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## **Joven homosexual es detenida bajo el cargo de abuso a una menor en Florida**



El juez Pobert Pegg ordenó este martes el arresto de Kaitlyn Hunt (19 años) acusada del delito de abusar sexualmente de una menor de 14 años, luego de encontrar mensajes explícitos en un iPod de la menor. Hunt fue detenida con derecho a fianza y por el momento solo podrá comunicarse con sus abogados y [...]

[Ver Más](#)

Página 3 de 37 [Anterior](#) [12345](#) [Próxima](#) [Last](#) »



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88 °F



Sección: Noticias Locales

## Menor de Miami infectado por ameba “comecerebro” logra vencer la enfermedad



Tras varias semanas de tratamiento médico y de recurrir a la comunidad, el niño de 12 años Zachary Reyna recibió una buena noticia. Médicos indicaron este miércoles que el menor logró vencer una infección por una ameba que devora el tejido cerebral desde el pasado 3 de agosto. La noticia se dio a conocer en [...]

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## Miami tendrá doble noche de salsa con Marc Anthony



La última producción del salsero Marc Anthony ha sido todo un éxito y la gira “Vivir mi vida” ha tenido gran acogida por las ciudades que ha pasado. El turno ahora es para Miami, ciudad en donde realizará dos funciones seguidas debido al gran número de seguidores que apoyan a esta gran estrella latina. El [...]

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## Abuela muere atrapada en incendio que consumió su casa en Miami



Una abuela de Liberty City perdió la vida este martes tras un incendio en su vivienda. Según reportes, la mujer quedó atrapada ya que tenía con seguro unos barrotes de hierro, los cuales usaba para proteger su casa. La mujer fue identificada como Monica Joachim (68 años) y fue hallada sobre las 7:00 pm por [...]

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## **Juez desestima multa a hombre que corre de espaldas en South Beach**



Un hombre que había sido multado por las autoridades de Miami por correr hacia atrás, logró que su caso sea desestimado, según lo informó el mismo sujeto en compañía de su abogado. Alex Mesa (44 años) es conocido por correr hacia atrás en las calles de South Beach, pero en abril fue multado con 77.50 [...]

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## **Teatros y museos contarán con “sensaciones amigables”**



Ahora los niños con problemas de autismo y con necesidades especiales tendrán la oportunidad de hacer parte del teatro. Modificaciones y adecuaciones tendrán los teatros de Miami para poder involucrar a estos pequeños en el arte. La sobre estimulación de luces, sonidos fuertes y entornos desconocidos son algunos de los inconvenientes que hacen que un [...]

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## **Pareja de ancianos mueren ahogados en playa de Miami Beach**



Autoridades de Miami Beach confirmaron este martes que una mujer y un hombre de elevada edad murieron ahogados el domingo en horas de la mañana. De acuerdo con los reportes, los dos ancianos se encontraban nadando en la calle 64 y la Avenida Collins y de un momento a otro desaparecieron. Aunque los rescatistas lograron [...]

[Ver Más](#)

Página 4 de 37 [First](#) [Anterior](#) [23](#) [4](#) [56](#) [Próxima](#) [Last](#) »

**CERTIFICATE OF SERVICE**

I, Erica Hilburger, hereby certify that on this 9<sup>th</sup> day of September, 2013, true and correct copies of the foregoing "Complaint" have been served via U.S. mail, postage prepaid, upon the following persons:

Barbara Kreisman, Esq.\*  
Chief, Video Division, Media Bureau  
Federal Communications Commission  
445 12<sup>th</sup> Street, S.W.  
Washington, D.C. 20554

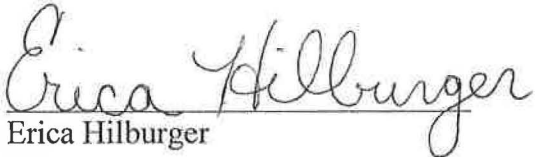
Comcast Cable Communications, LLC  
Comcast of California/Colorado/Florida/Georgia, Inc.  
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Attn: Senior Vice President

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Cable and/or Video Franchising  
Division of Corporations  
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